ALCOHOL COUNTERMEASURE SYSTEMS CORP

INTERLOCK DIVISION

Statement of Qualifications and Services Offered
ITN Number 023-03
Ignition Interlock Device Program
Alcohol Countermeasure Systems Corp.

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1 INTRODUCTION

Alcohol Countermeasure Systems Corp (ACS) is pleased to have the opportunity to respond to the Department of Highway Safety and Motor Vehicles' Invitation to Negotiate for Florida's Ignition Interlock Device Program (ITN Number 023-03). The within Statement of Qualifications and Services Offered (SQSO) is intended as a submission which fully conforms to each and every requirement set out in the ITN whether or not it is specifically addressed in this SQSO. In particular, but without restricting the generality of the foregoing, ACS will at all times comply with the requirements of Section 3.25 REIMBURSEMENT EXPENDITURES; Section 3.26, CONTRACTOR'S INSURANCE; Section 3.27, INDEMNIFICATION; Section 3.28, PERFORMANCE BOND; and Section 3.31, PUBLIC RECORDS EXEMPTIONS.

On a more general level, ACS' response to the ITN is directed toward ensuring that the products and services offered herein are provided effectively, efficiently, and with the high standards of professionalism and integrity that have become synonymous with ACS involvement as a supplier of interlock technology and program services in other jurisdictions.

This SQSO is organized in a requirement-response format. Each relevant section of the ITN is reproduced in italics and shaded, followed by ACS' response in Arial 10 pt font.

2 EXECUTIVE SUMMARY

6.8.1 EXECUTIVE SUMMARY:

- *Include a description of the scope of services/products to be provided by the Contractor.*
- *Include a statement describing how Contractor resources and experience will support this project, including access to back-up staff if needed.*
- *The Contractor shall clearly specify its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this ITN.*

Scope of services/products to be provided:

- ACS proposes to commence operations with ten (10) services centers, located in Pensacola, Tallahassee, Jacksonville, Gainesville, Orlando, Tampa/St Petersburg, Sarasota, West Palm Beach, Ft Lauderdale, and Homestead.
- The intent is to satisfy all distance requirements set out in the ITN, while at the same time establishing an integrated network of strategically located service centers reflecting a service delivery plan that is designed to be flexible and responsive to growth in the demand for IID Program services as an when it occurs.
- Attached as **Appendix 6** to this SQSO is a map showing the locations of the initial ten service centers in relation to the travel distance requirements (30 miles in Duval, Orange, Hillsborough, Pinellas, Palm Beach, Broward and Dade Counties, and 100 miles in the remainder of the State).
- The initial ten service centers will be corporate centers, trading under the name of Interlock Systems of Florida ("ISF"), and will be dedicated exclusively to the installation, calibration, maintenance and removal of interlock devices.
- It is anticipated that additional centers will be required to meet the demand for Program services. The exact number, location and timing of additional centers will be dictated by demand and, depending on the particular location and the projected number of Participants serviced by a particular center, future expansion of the ISF service delivery network may include one or more subcontracted facilities.
- ACS proposes to supply its Model WR2 Ignition Interlock Device ("WR2") for use by Participants in Florida's Ignition Interlock Device Program.
- The WR2, developed and manufactured by ACS, is the most technologically advanced IID developed to date, with a proven track record of exceptional performance in numerous jurisdictions extending over a period of eight years.
- The WR2 not only complies with the NHTSA Standard and Florida's requirements; it is the only device that meets all interlocks standards worldwide, including Canada, Sweden and Australia. The WR2 was certified by DHSMV to comply with Florida's requirements for Breath Alcohol Ignition Interlock Devices on May 24, 2000.

How Contractor resources and experience will support this project, including access to back-up staff if needed:

- ACS' experience as the sole provider of interlock technology and program services in new statewide programs is extensive, and unparalleled in the industry. ACS, through its Interlock Division and affiliates, currently operates as the sole service provider in Alberta, Ontario, Quebec, Saskatchewan, West Virginia, Yukon, and Sweden. With the exception of Alberta, all of these jurisdictions represent IID programs that have commenced within the past five years. The Ontario, Quebec and West Virginia programs also involve statewide service delivery requirements similar to this ITN.

- ACS' service delivery resources in the field are supported by a staff of approximately 100 employees at head office, more than 20 of whom are directly involved in interlock program support functions. These include staff assigned to the training of field administrative and technical personnel, and they are available if necessary to play a back-up role in field operations.
- Beyond ACS head office staff, additional back-up resources are potentially available from ACS field operations in other jurisdictions.
- ACS is not merely the deemed manufacturer of the WR2—it is the actual manufacturer. The fact that the WR2 Ignition Interlock Device is manufactured "in house" by ACS using its own resources gives ACS direct control over both numbers and timing. This can be a critical advantage in situations where it is difficult to forecast actual demand and/or there is potential for a dramatic increase in demand over a short period.
- ACS has met the demands of other jurisdictions in the start up and growth of interlock programs, and is committed to providing adequate levels of inventory of the WR2 Ignition Interlock Device to meet the demands of Florida's IID Program.

Competitive advantage and ability to meet the terms, conditions, and requirements as defined in this ITN:

- ACS Interlock Division is the world leader in interlock technology and program management. In numerous jurisdictions, ACS has been instrumental in assisting administering authorities to develop parameters for interlock programs that are tailored to their own needs and circumstances.
- ACS and its affiliates represent a vertically integrated organization involved in all phases of Ignition Interlock technology and the delivery of interlock program services. From research and development, to manufacturing of interlock devices, to program services such as installation, training, monitoring, servicing, and reporting, to the development of specialized data management software for administering authorities, ACS operations are fully autonomous and self-reliant;
- ACS Interlock Division's total resources are focused on a single endeavor--Ignition Interlock technology and program services. As such, ACS is dedicated to remaining at the forefront of developments in this evolving field;
- ACS is committed to providing the highest levels of training, experience and quality control in the business. To the extent that use of subcontracted services at the installation center level is being proposed, these will be rigorously supervised and controlled by ACS technical and management personnel specifically assigned to such duties.
- ACS Interlock's own service delivery standards include policies, procedures and guidelines designed to ensure uniformity of program services at every point of delivery.
- ACS' *InterTrack*™ management information system represents another level of centralized control and supervision over the delivery of program services. This sophisticated software program is designed with "built-in" checks to prevent errors or omissions in procedures or the sequencing of events in connection with the delivery of program services.
- Given the depth of its experience, its understanding of the needs of administering authorities gained from this experience, and the resources at its disposal, ACS is uniquely positioned to provide assurances of its ability to meet the terms, conditions, and requirements as defined in this ITN.

3 PROJECT ORGANIZATION

6.8.4 PROJECT ORGANIZATION:

Provide the following information:

a. Provide an organizational chart for the project. The chart shall identify all project team members by name and their responsibilities. This section shall also include a resume, not to exceed one page in length, of all professional staff assigned to the project. Resumes should include name, education, and their experience in IID Programs or related programs.

An organizational chart for the project is attached as **Appendix 1** to this SQSO. The chart identifies all project team members by name and their responsibilities.

ACS professional staffs assigned to the project are as follows:

- Felix J.E. Comeau - President
- Ian R. Marples - Director - Interlock Division
- William J. Burger - Director - Product Development
- Denise L. Connerty - Program Manager - Interlock Division
- Nazil Ally - Technical Support - Interlock Division
- Jay Malabanan - Software Support - Interlock Division
- Tim Taylor - Software Architect - Interlock Division
- William Hogan - Network Analyst - Interlock Division

Resumes for all professional staff, including name, education, and experience in IID Programs or related programs, are attached as **Appendix 2** to this SQSO.

b. Describe the Contractor's experience in the following areas:

- *Ignition Interlock Device manufacture*
- *Training for users and technical service staff*
- *Implementation and coordination of a statewide IID Program*
- *Development of an application for collecting information from service centers and the downloading of this information to a central storage database*

ACS experience in Ignition Interlock Device manufacture:

Alcohol Countermeasure Systems (ACS) manufactured the first interlock devices installed in offenders' vehicles (Denver, CO - 1985), and has been in the interlock device business continuously since that time. However, ACS' involvement in the development of interlock technology goes back to the early 1970's.

ACS actually began as a division of Borg Warner Corporation Research Laboratories in Des Plaines, Illinois for the purpose of developing alcohol sensing and control technology for a device designed to prevent a driver from starting a vehicle after consumption of alcohol above a minimum threshold level.

By the mid-1970s, the basics of interlock technology had been successfully developed and demonstrated. However, implementation was forestalled due to prevailing attitudes at the

time toward enforcement, adjudication and intervention into the problem of drinking drivers. Meanwhile ACS was incorporated in 1976 for the purpose of applying the alcohol sensing technology developed for interlocks in the emerging fields of law enforcement and public safety breath alcohol testing, and went on to develop breath alcohol systems for a variety of applications in the international marketplace.

The next decade saw a significant shift in public opinion regarding drinking drivers, and this prompted ACS to begin redevelopment of the interlock technology. In 1985, ACS introduced the first commercial application of interlock technology in devices to control the behavior of convicted impaired drivers upon re-instatement of driving privileges following a period of license suspension. These first generation interlock units served as a foundation for programs that encouraged a number of US States to pass legislation providing for the use of Ignition Interlock Devices in conjunction with probation or restricted driving privileges for DWI offenders.

In 1989, ACS introduced a second generation Ignition Interlock Device (WR1 series) with increased program monitoring through the use of data logging and mandatory retest requirements. These features diminished the opportunities for cheating, and permitted jurisdictions to review statistical data on the compliance with program conditions.

In 1992, ACS began the development of the third generation interlock (WR2 series) with the first use of alcohol specific breath testing technology, accuracy and durability over an extended range of ambient conditions, and extensive anti-circumvention features.

The Ignition Interlock model WR2 underwent qualification testing in late 1993 and, following a period of field-testing, was introduced into service in Alberta in May of 1994. Currently, over 6,000 WR2 units are in service in Alberta, Quebec, Saskatchewan, Ontario and the Yukon in Canada; in Missouri, Nevada, New Mexico, Pennsylvania, South Dakota, Texas in the U.S.A.; in Sweden and Australia, internationally. The WR2 is the only Ignition Interlock device available today that meets all prescribed standards for interlocks worldwide.

All of ACS' ignition interlock devices are designed and manufactured "in house". ACS does not contract out the manufacturing of its interlock products.

ACS experience in providing training for users and technical service staff:

In addition to its experience in manufacturing, ACS has been directly involved in the delivery of interlock program services since 1989 and throughout that period has been providing training for both users and technical service staff. In 1997, the interlock division of ACS was selected as the sole contractor for Quebec's Ignition Interlock Program, and successfully undertook all training of program and technical staff required to launch a new program with 22 service centers at the outset. Since then, ACS has provided training for new programs and/or service providers in numerous jurisdictions in the US, Canada, Sweden and Australia. ACS' head office staff includes a team of experienced professionals who develop training programs, prepare training materials, and provide training for new technical service and program staff wherever and whenever required. Depending on the circumstances, training is provided either at ACS own training facility located in an interlock service center near its head office, at a central facility in another jurisdiction, or "on site". Initial training is supplemented by technical sessions at an annual workshop for ACS interlock service providers, as well as by periodic on-site audits conducted by ACS staff. This is further supplemented by the fact that ACS offers ongoing technical and program support for all of its service centers and affiliated service providers worldwide.

With respect to training for users, ACS resources include the capability to develop video, CD and other training materials and aids "in house". This also includes translation capabilities including, in particular, Spanish-speaking staff.

ACS experience in the implementation and coordination of a statewide IID Program:

ACS has extensive experience in the implementation and coordination of a statewide IID program, stretching back to the launch of Alberta's Ignition Interlock Program in 1989. Through its interlock division and various affiliates, ACS is involved in the delivery of interlock program services in numerous jurisdictions with statewide programs that entail responsibilities in terms of coordinating the activities of a network of service centers within the jurisdiction. These include Colorado, Maryland, Michigan, Pennsylvania, West Virginia, and Wisconsin in the United States, Alberta, Ontario, Quebec and Saskatchewan in Canada, and South Australia. In September, 2003 Sweden will be expanding its current pilot program statewide, and ACS (though the interlock division of its affiliate, ACS Scandinavia) expects to continue playing a key role in the implementation and coordinate of that program. ACS (through the interlock division of its affiliate, ACS Australasia) expects to be similarly involved in the implementation of new statewide interlock programs in the Australian states of Victoria and New South Wales in 2003.

In terms of challenges associated with the implementation of a statewide program, the biggest challenge to date has been Quebec's Ignition Interlock Program. Quebec's program commenced in December, 1997. ACS' interlock division had been awarded a single-source contract, which required that the program be implemented with a minimum of 16 service centers fully operational at the outset. As it turned out, ACS was faced with installation requests from approximately 1300 clients within the first month of operations. ACS not only successfully met the challenge but also, by linking up with a subcontractor with a large number of existing locations and expertise in automotive electronics, was able to expand the service delivery network to 22 centers. The Quebec Ignition Interlock Program is now in its sixth year of successful operation. ACS maintains direct responsibility for service delivery standards, Program coordination, data management and reporting to jurisdictional administering authorities, as well as supplying and maintaining all interlock devices. Coordination and reporting is handled primarily by ACS' resident Quebec Program Manager and staff, who work out of a central office located in Quebec's largest city, Montreal. ACS' success in delivering interlock program services effectively and efficiently in Quebec may perhaps be measured in part by the recent execution of another single-source contract appointing ACS' interlock division as the supplier of interlock technology and program services in Quebec for a further 5 year term.

Additional details of ACS' experience in Quebec and other jurisdictions are provided in **Appendix 3** to this SQSO.

ACS experience in the development of an application for collecting information from service centers and the downloading of this information to a central storage database:

In 1994 to meet the province of Alberta's requirement for reporting, ACS undertook the development of an integrated application (*InterTrack*) to store client, vehicle and interlock event log data. A criterion for the application was to ensure data integrity, document authenticity, accurate data capture, and transaction history. This system was modified over the next 3 years to accommodate the requirements of eight other jurisdictions.

In 1997, ACS developed a new custom software application (*InterTrack 98*) in response to the additional requirements of Quebec's Ignition Interlock Program. Quebec's requirements included a secure distributed application so that clients who were installed in one location could be serviced at any of the other 22 locations. With InterTrack 98, client information is available the next business day at all locations. This application also ensures that special client details and notes are available electronically to all locations rather than confined to one location's paper file. Another requirement was that all Interlock event log information be stored in a central database. *InterTrack 98* was designed to be hosted centrally at ACS' facility with the necessary security (network and physical), back up and redundancy. The third requirement was to allow the Quebec government to monitor offender compliance

from their office over the internet. This resulted in the development by ACS of another custom software application known as *InterView*. *InterView* is a proprietary web browser that is designed to compliment *InterTrack 98* by providing jurisdictional administering authorities with secure online access to client and program data.

Since its initial introduction, *InterTrack 98* has undergone repeated modifications in order to accommodate the requirements of 23 other jurisdictions.

In order to enable the Swedish National Road Administration to expand from a pilot program to a statewide program in September, 2003, another new version of InterTrack needed to be developed. The requirement was for a client server solution. ACS is now developing a Java based web application. This will allow the maximum level of security both in the fact that client information will no longer reside on the service center computers and that all data will be behind a corporate firewall. This will provide both the physical and data security that many governments are now demanding.

In all of these projects, ACS staff are used to develop the applications. Currently ACS employs nine in-house programmers.

c. Submit a detailed and specific work plan that provides for a phased-in statewide implementation of all proposed sites by the date specified in the Section "Calendar of Events". Define phases, milestones, activities, tasks, task duration, deliverables, and task dependencies. Any requirements for implementation for Department personnel shall be clearly stated in the project plan.

Attached as **Appendix 4** to this SQSO is a detailed and specific work plan that provides for a phased-in statewide implementation of all proposed sites by the date specified in the Section "Calendar of Events". Phases, milestones, activities, tasks, task duration, deliverables, and task dependencies are defined. Any requirements for implementation for Department personnel are clearly stated in the project plan.

4 SECTION 5: PROJECT REQUIREMENTS

IGNITION INTERLOCK SYSTEM REQUIREMENTS:

5.1.1 SYSTEM CONFIGURATIONS:

The Contractor is required to maintain electronic data configured to include the various data elements on those participants restricted to and vehicles installed with ignition interlock devices. A listing of data elements is included in Attachment A, Ignition Interlock Device Data Elements. This attachment is not all-inclusive and additional data elements may be added during design of the reporting system referred to in Section 5.1.6. The Contractor must secure the chain of custody to ensure no corruption of data throughout the reporting process. The Contractor must develop a policies and procedures manual to ensure no corruption of the data throughout the reporting process. The manual must be submitted to the Department by August 8, 2003, or 30 calendar days from contract signing whichever is later, for approval and the chain of custody procedures will be subject to periodic inspections.

The Contractor shall provide data for court proceedings if necessary. The Contractor will provide an expert witness that can certify to the court that device and data are authentic. The Contractor will be liable for any costs associated with providing an expert witness, as well as, any costs associated with validating the chain of custody procedures established by the Contractor and approved by the Department.

ACS will maintain electronic data configured to comply with the Department's requirements concerning the various data elements applicable to Participants restricted to and vehicles installed with ignition interlock devices. It is acknowledged that a listing of data elements is included in Attachment A, Ignition Interlock Device Data Elements. It is further acknowledged that this attachment is not all-inclusive and additional data elements may be added during design of the reporting system referred to in Section 5.1.6.

ACS will secure the chain of custody to ensure no corruption of data throughout the reporting process. ACS will develop a policies and procedures manual to ensure no corruption of the data throughout the reporting process. The manual will be submitted to the Department by August 8, 2003, or 30 calendar days from contract signing whichever is later, for approval. It is acknowledged that the chain of custody procedures will be subject to periodic inspections.

ACS will provide data for court proceedings if necessary. ACS will provide an expert witness that can certify to the court that device and data are authentic. ACS will be liable for any costs associated with providing an expert witness, as well as, any costs associated with validating the chain of custody procedures established by ACS and approved by the Department.

5.1.2 IGNITION INTERLOCK EQUIPMENT/SYSTEM SOFTWARE:

The following are requirements for the Ignition Interlock System components and functionality that must be met by the Contractor. The requirements are minimum specifications. All proposed hardware shall be new, not reconditioned or refurbished. All hardware shall have been manufactured within 12 months of the installation date at the time the device is first placed in service. All hardware/software proposed shall be available at the time of the proposal due date. The Department must approve all models and model changes to the Ignition Interlock Devices proposed in this contract.

ACS agrees to comply with the requirement that all proposed hardware shall be new, not reconditioned or refurbished. All hardware shall have been manufactured within 12 months of the installation date at the time the device is first placed in service. ACS further agrees that all hardware/software proposed shall be available at the time of the proposal due date.

ACS acknowledges that the Department must approve all models and model changes to the Ignition Interlock Devices proposed in this contract, and undertakes to comply with this requirement.

a. Ignition Interlock Device - This device must be tested and the dated results submitted to the Department by an independent testing laboratory meeting ISO, ANSI or Alberta standards

ACS proposes to supply its Model WR2 Ignition Interlock Device ("WR2") for use by Participants in Florida's Ignition Interlock Program.

The WR2, developed and manufactured by ACS, is the most technologically advanced IID developed to date. The WR2 not only complies with the NHTSA Standard and Florida's requirements; it is the only device that meets all interlocks standards worldwide, including Canada, Sweden and Australia. The WR2 is currently certified for use in Florida pursuant to a certificate, dated May 24, 2000, a copy of which is attached as **Appendix 5** to this SQSO.

The WR2 Ignition Interlock Device has a proven track record of performance in many jurisdictions and is in current production. ACS has met the demands of other jurisdictions in the start up and growth of ignition interlock programs and is committed to providing adequate levels of inventory of the WR2 Ignition Interlock Device to meet the demands of Florida's IID Program.

The WR2 has been tested by the MPB Technologies' Electronics Test Centre ("ETC"), an independent testing laboratory meeting ISO standards. At the time of testing of the WR2 (August – December, 1993 and April, 1994), the scope of ETC's accreditation extended to all types of electronic products, including electronic breath alcohol testing products. ETC's expertise in respect of this type of product is well recognized and documented. In fact, ETC was instrumental in the development of the Qualification Test Specifications applicable to Breath Alcohol Ignition Interlock Devices approved for use in Alberta (the "Alberta Standard").

Included with this SQSO are seven (7) certified copies of ETC's dated test results for the WR2, details of which are noted in Section 5.1.5, Certification.

Full specifications of each device must be submitted to the Department. All costs associated with the testing standards will be the responsibility of the manufacturer. The ignition interlock device must be alcohol specific (measures only alcohol). The ignition interlock device proposed by the Respondent must meet the National Highway Traffic Safety Administration's Model Specifications (4/7/92 Federal Register) and DHSMV standards in this ITN that includes, but are not limited to, the following:

Appendix 6 attached to this SQSO details the features and functions of the WR2. This attachment includes full specifications for the device.

The WR2 uses an alcohol specific, electro-chemical (fuel cell) sensing means for breath alcohol determination. This device has been tested with a variety of compounds other than alcohol and it was found that there were no appreciable interferences, particularly with smoke from human subjects. Note that alcohol specificity is a requirement of the Alberta Standard, and that the WR2 has been certified by ETC to meet the Alberta Standard.

- See ETC's Qualification Test Report for the Model WR2 BAIID Device, dated December, 1993 ("Qualification Test Report"), pages 5 – 6, 16, 23 – 25 and B74 – B75.

ETC has reviewed the National Highway Traffic Safety Administration's Model Specifications (4/7/92 Federal Register), and has certified that the WR2 fully meets all requirements of the NHTSA specifications. ETC has also reviewed the DHSMV standards in this ITN and certified that the WR2 fully meets such standards. Confirmation to this effect is included in the certificate attached to the test results submitted with this SQSO.

1. *The ignition interlock device shall be able to analyze a specimen of alveolar breath for alcohol concentration.*

NHTSA: 1.2S Breath Sampling Requirement

All BAIID's must require that a minimum of 1.5 liters of breath be introduced through the mouthpiece and run through the instrument before the alcohol content is measured.

Alberta: 6.4.1 Test for Lung Sample

The BAIID must require a minimum of 1.5 liters of breath to be exhaled through it before sampling the breath for alcohol content. Any quantity less than 1.5 liters exhaled into the BAIID must be rejected as an abort.

6.4.3 Human Subject Test

The results of breath samples from a total of six different human subjects having BACs in the range of 20 to 60 mg% when taken in a near simultaneous fashion, shall be within +/- 10 mg% of that obtained on an evidentiary breath testing device approved for that purpose in Canada, 95% of the time.

The WR2 meets this requirement as outlined by requiring at least 1.5 liters of breath and demonstrating accuracy in human subject tests when compared with an evidential breath-testing instrument.

- See Qualification Test Report, page 5, 7, 16, A23 and B66 – B73.

2. *The ignition interlock device shall indicate when a sufficient sample of breath has been collected and shall indicate this by audible or visual means.*

NHTSA: 2.4S User's Display

The BAIID shall provide certain types of informational feedback to the driver. These messages include: BAIID readiness for sample, test outcome, and warning messages.

Alberta: 1.2 Product Description

The display module provides visual indicators and can produce audible cues.

The WR2 meets this requirement as outlined since it requires a continuous and uninterrupted flow of breath from the subject, at the completion of which there is a characteristic audible tone and a visual message on the display of the unit.

- See Qualification Test Report, pages 14 - 16.

3. *The ignition interlock device shall allow a successful ignition start if the BrAC is 0.05 g/210L or less.*

NHTSA: D4 Alcohol Setpoint

The Alcohol Setpoint is the Breath Alcohol Concentration at which the BAIID is set to lock the ignition.

The setpoint must be between the limits of.00% and .05%.

4.1 Accuracy

The nominal setpoint in this specification is 0.025% w/v.

Alberta: Appendix A: BAC Fail

Refers to the condition in which the interlock registers a BAC value in excess of the preset limit when the intended driver conducts an initial test or responds to a retest.

The WR2 meets this requirement as outlined by providing an alcohol set point (e.g. 0.05 g/210L) below which the ignition is enabled on an initial test.

- See Qualification Test Report, page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test.

4. *The results of the test shall be noted through the use of visual signals. There shall be no digital breath alcohol concentration (BrAC) indication.*

NHTSA: 3.1S Optional BrAC Display

Knowledge of the relationship between drinking an BrAC can be a useful educational tool for motivated users. Therefore it is suggested that states give consideration to whether a BAIID give a BrAC readout to the user – in addition to a mere pass/fail indication – after a test.

Alberta: 1.2 Product Description

The display module provides visual indicators.

The WR2 meets this requirement as outlined by providing the results of the test through the use of green, yellow and red led signals on the front panel display of the unit. Additionally, the alphanumeric dot matrix led display provides the subject with a message as to the operational objective of the test, e.g. ‘StartCar’ upon the successful completion of a breath test with the alcohol content below the set point. Numeric BAC values are not displayed to the user.

- See page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

5. *The ignition interlock device shall have the ability to detect and record attempts to tamper, alter, circumvent or bypass the device.*

NHTSA: 1.8S Tampering and Circumvention

The BAIID must provide a method to detect two classes of misuse, tampering and circumvention.

1.8.1S Tampering

The BAIID must provide a secure method to detect and store the time and date of tampering attempts made …

1.8.2S Circumvention

The BAIID must be able to detect, or protect against, illegitimate air samples introduced to the sampling head.

Alberta: 6.4.4 Tampering and Circumvention

Using air samples from other than breath and using filtered breath from human subjects known to have a BAC of greater than 60 mg% the BAIID shall indicate an abort condition always and not allow vehicle ignition.

Attempts to tamper with the device by disabling it's power supply, push starting, or hot wiring a vehicle equipped with a BAIID shall be logged within the device's non-volatile memory. For the push starting or hot wiring events, an immediate recall condition shall be indicated on the device. Attempts to open the device and tamper with the circuitry shall be easily recognizable by the use of tamper proof seals or by similar means.

The WR2 meets this requirement as outlined by detecting and recording attempts to tamper, alter, circumvent or bypass the device. The events are stored in non-volatile memory and certain conditions will result in an early recall to the service center. Tamper proof seals and labels are used to provide a recognizable means of any attempts to open the device or alter its connection with the vehicle.

- See pages 7, 16, and A26 – A29 of the Qualification Test Report.

6. The ignition interlock device shall detect and record all BrAC levels.

NHTSA: 4.10 Data Recorder

A record of vehicle use and interlock test results are believed to be critical to accurate monitoring programs.

4.10.2.4 BrAC level

BrAC level documentation my be of interest to the probation officer or the alcohol counselor for examining the consumption pattern of the driver.

Alberta: Appendix C: General Functional Test

24. Using the Smartlog system, obtain a hard copy printout of the activity of the device. Verify that the hard copy printout identifies the events from step 3 to step 22 as per the device specifications.

During each of the other groups of tests, the data captured on the smartlog was downloaded and analyzed.

The WR2 meets this requirement as outlined by analyzing each breath sample properly provided for alcohol content, displaying the result on the green, yellow and red signals on the front panel and storing the BrAC results in the non-volatile memory of the unit.

- See page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

7. The ignition interlock device shall have the ability to prevent operation of the motor vehicle by a participant who fails to retest or fails to appear at a scheduled monitoring appointment.

NHTSA: 1.3.1S Lockout After 7 days Beyond Service Interval

A BAIID must prevent engine ignition if it has not been recalibrated for a period in excess of 7 days beyond the manufacturer's recommended service interval.

1.8.2.3T Rolling retest to thwart curbside assistance

The consequences of a failure to take the retest shall be threefold. First, the refusal to perform a rolling retest shall be flagged and recorded on the data recorder. Second, the BAIID shall warn the driver by a unique auditory or visual cue that the vehicle ignition will enter a lockout condition within a period of 5 days, and the assignee shall report to the BAIID program monitor promptly. Third, the lockout shall proceed within 5 days.

Alberta: Appendix A: Time Lapse Fail

Results when the driver does not respond to the retest requirement within the allotted time period of two minutes, in which case the interlock device causes the vehicle horn to sound.

Appendix C: General Functional Test

12. Using a stopwatch, verify that after 3 minutes after the device requests a retest the device goes into a time lapse fail mode and the horn is activated.

Appendix A: Service Reminder

An internal day-timer of the interlock device which is preset at the time of installation or service of the interlock to provide a remainder to the program participant of the date on which the vehicle must be returned to the Service Centre for the scheduled program monitoring check.

6.4.5 Calibration Stability and Lockout Test

Near the completion of the calibration stability interval, ensure the service reminder, immediate recall and lockout conditions occur on the devices.

The WR2 meets this requirement as outlined by discontinuing the normal operation of the vehicle if the retest is not taken within the allotted period of time or if the participant fails to appear for the scheduled monitoring appointment within the grace period permitted.

The horn will sound (and the lights may be caused to flash) in the case of a retest not being taken within the allotted time period, and this condition may only be stopped by a passed retest or if the vehicle is stopped and the ignition turned off.

The period of time allotted to conduct a retest and the number of days for the service reminder may be programmed to coincide with the jurisdictional requirements.

- See page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report. See also page 14, item 7.3.1 and pages 18, A29, item 6.4.5 and B94 – B107 of the Qualification Test Report.

8. The ignition interlock device shall issue a warning of an impending lockout for a minimum of five days.

NHTSA: 1.3.1S Lockout After 7 days Beyond Service Interval

A BAIID must prevent engine ignition if it has not been recalibrated for a period in excess of 7 days beyond the manufacturer's recommended service interval.

Alberta: Appendix A: Lock Out

A condition in which the interlock device will not enable a breath test to be conducted and thereby prevents the participant from starting the motor vehicle. This condition will result when a BAC fail or retest fail occurs and at the end of the service reminder countdown period.

6.4.5 Calibration Stability and Lockout Test

Near the completion of the calibration stability interval, ensure the service reminder, immediate recall and lockout conditions occur on the devices.

The WR2 meets this requirement as outlined by providing an audible tone and visual indication on the display that the scheduled monitoring appointment is past and that the device is in a count down period of determined length (e.g. 5 days) after which time the vehicle will be enter a permanent lock out. This time period may be programmed to coincide with jurisdictional requirements.

- See page 18, A29, item 6.4.5 and B94 – B107 of the Qualification Test Report.

9. The ignition interlock device shall lockout a driver when a BrAC is greater than 0.05 g/210L which is the fail point.

NHTSA: D4 Alcohol Setpoint

The Alcohol Setpoint is the Breath Alcohol Concentration at which the BAIID is set to lock the ignition.

4.1 Accuracy

The setpoint must be between the limits of.00% and .05%.

Alberta: Appendix A: BAC Fail

Refers to the condition in which the interlock registers a BAC value in excess of the preset limit when the intended driver conducts an initial test or responds to a retest.

Appendix A: Lock Out

A condition in which the interlock device will not enable a breath test to be conducted and thereby prevents the participant from starting the motor vehicle. This condition will result when a BAC fail or retest fail occurs and at the end of the service reminder countdown period.

The WR2 meets this requirement as outlined by providing an alcohol set point (e.g. 0.05 g/210L) above which the ignition is disabled on an initial test. A short lockout period will

then occur in which the device will prevent any attempts to conduct a test or start the vehicle.

- See page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

10. The ignition interlock device shall be capable of retesting and rolling retesting.

NHTSA: 1.8.2.3T Rolling retest to thwart curbside assistance

After passing the test allowing the engine to start, the BAIID shall require a second test within a randomly variable interval ranging from 5 to 30 minutes.

Alberta: Appendix C: General Functional Test

7. Using a stopwatch, verify that after 5 to 15 minutes from completion of the breath test a signal is issued from the device requesting a retest.

9. Using a stopwatch, verify that after 15 to 45 minutes from completion of step 7, a signal is issued from the device requesting a retest.

The WR2 meets this requirement as outlined by providing a random retest requirement in which the participant must provide a BrAC test result below the alcohol set point value in order to continue the normal operation of the vehicle.

- See page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

11. The ignition interlock device shall record and engage those warnings after a rolling retest for a breath sample greater than BrAC of 0.05 g/210L.

NHTSA: 1.8.2.3T Rolling retest to thwart curbside assistance

A retest that is taken as required and subsequently failed shall result in an alert condition that is flagged on the data recorder. The BAIID assignee shall be signaled that the BAIID program monitor must be notified of the violation, the automatic lockout shall proceed.

Alberta: Appendix C: General Functional Test

21. Using a simulator set for 60 mg% (.06%) perform a retest. Record the BrAC measured by the device. Verify that the device remains in the fail mode (now pullover fail mode).

The WR2 meets this requirement as outlined by providing an alcohol set point (e.g. 0.05 g/210L) above which a BrAC fail violation is recorded on a retest which would then lead to a sanction condition in which the driver is instructed through audible and visual warnings to pull over and stop the vehicle. A short lockout period will then occur in which the device will prevent any attempts to conduct a test or to start the vehicle.

- See page 11, item 7.1.3 and pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

12. Under normal testing conditions, the results of 30 analyses of vapors of known alcohol concentrations in the range corresponding to a BrAC of 0.03 g/210L to 0.05 g/210L shall have a standard deviation not greater than 0.0035 g/210L and a mean error within plus or minus 0.005 g/210L of the true value.

NHTSA: 1.1.1S Baseline Accuracy in the Unstressed Condition

Following a calibration, and when tested at neutral ambient air temperature (10 – 30 ºC), all BAIID's shall lock the vehicle ignition 90% of the time when the true alcohol content of the breath sample is 0.01% w/v BrAC (0.01 g ETOH / 210 liters air) or more above the alcohol setpoint.

1.1.3S

The accuracy requirement as specified in1.1.1S is equivalent to distributions of test results with a mean equal to the alcohol setpoint (e.g., 0.025% w/v), and a standard deviation equal to 0.0078% w/v BrAC.

Alberta: 6.1 Group 2, Environmental Accuracy Tests

From the results of 20 trials, the device shall not enable ignition of the vehicle at 90% of the time when the true BAC value is 50 mg%. From the results of 10 trials, the device shall enable ignition at least 90% of the time when the true BAC value is 30 mg%.

The WR2 meets this requirement as outlined by providing the required level of accuracy for BrAC tests in normal (unstressed) testing conditions.

- See pages 12 – 13 and B39 – B57 of the Qualification Test Report.

13. The ignition interlock device must operate at temperatures between -20 and +70 degrees Celsius using the following known alcohol concentrations between 0.03 and 0.05 g/210L.

NHTSA: 1.5.1S Operating Range

All BAIID's shall meet the accuracy specifications in paragraphs 1.1.1S to 1.1.4S when operated within a temperature range of + 85 ºC to – 40 ºC and when tested in accordance with paragraph 1.5T for their ability to operate properly at low and at high temperatures.

Alberta: 6.1 Group 1, Durability Tests

The BAIID units are placed in a temperature chamber in which the temperature is cycled on 12 occasions with each cycle consisting of 2 hours at – 45 ºC and 2 hours at + 85 ºC, with transition times of 30 minutes.

The initial and final test in the Group 1 sequence of tests is a general functional test.

6.1 Group 2, Environmental Accuracy Tests

The BAIID units are placed in a temperature chamber in which the temperature is set to -45ºC, -20ºC, 0ºC, +25ºC, +70ºC, or +85ºC and allowed to soak for one hour beyond the point at which the device case temperature has stabilized. BrAC accuracy tests are then performed, at each temperature.

The WR2 meets this requirement as outlined by withstanding the durability test of temperature cycling over extreme temperatures of – 45 ºC to + 85 ºC and the accuracy and functional requirements over the same range.

- See page 11, item 7.1.5, pages 12 – 13 and B39 – B57 of the Qualification Test Report.

14. The ignition interlock device shall operate up to altitudes of 2.5 km above sea level using the following known alcohol concentrations between 0.03 and 0.05 g/210L.

NHTSA: 2.6T The BAAID manufacturer must provide some written notice to the user of the possibility of a lockout at higher altitude if it is unable to maintain accuracy to ground elevations up to 2.5 Km.

Alberta: 6.3.8 Altitude Test

While exposed to an altitude of 2.5 Km: For an alcohol setpoint of 40 mg%, from the results of 20 trials, the device shall not enable ignition of the vehicle at least 90% of the time when the true BAC is 50 mg%. From the results of 10 trials, the device shall enable ignition at least 90% of the time when the true BAC value is 30 mg%.

The WR2 meets this requirement as outlined by performing accurately at altitudes up to 2.5 Km.

- See page 14, item 7.2.9 and B61 to B63 of the Qualification Test Report.

15. The readings of the ignition interlock device shall not be affected by humidity, dust, electromagnetic interference, smoke, exhaust fumes, food substance, or normal automobile vibration.

NHTSA: 1.6S Vibration

All BAIID's shall meet the accuracy requirements specified in paragraph 1.1.1S to 1.1.4S after they have been subjected to the vibration tests in accordance with paragraph 1.6T.

1.7S Radio Frequency

The BAIID shall be accurate according to the specifications set forth in Section 1.1.2S, and tested according to Section 1.1.2T when exposed to radio frequencies generated by common in vehicle appliances, such as CB radios or cellular telephones.

3.3S Optional Smoke Protection

Protection of the Sample Head from ambient smoke conditions may be necessary under some conditions.

3.4S Optional Dust Protection

This is a specification that may be of concern in arid regions, or where there will be BAIID's in construction vehicles. States subject to dust conditions may want to require some kind of a housing that protects the BAIID's sampling head from exposure to powdery dust.

5.1 Accuracy

Several of the States have included in their standards a requirement to test for the contaminating influence of things such as mouthwash, coffee, tobacco breath, unburned hydrocarbons, and breath mints. The possible influence of these substances should not be regarded as a significant concern, however, when minor precautions are taken.

The type of alcohol sensing technology used in a BAIID will influence the specificity of measurement. A passive fuel cell device held in an engine exhaust stream measures about 0.01% w/v. The semiconductor technology is less specific, and may read higher.

On another matter, acetone, an exhalable product of starvation, diabetic ketosis, and a few other medical conditions, has a history of being cited as a source of false positive readings on breath test devices for alcohol. These too, however, are well known by forensic specialists as unlikely sources of error for fuel cell and infrared technologies.

6.3 Smoke

Tobacco smoke, or some constituents of tobacco smoke, increase the proportion of false positives detected by semiconductor type alcohol measuring devices.

Alberta: 6.2.3 Humidity Exposure Test

The BAIID must physically withstand the trial and pass a general functional test after exposure for 60 hours at 40 ºC and 95% Relative Humidity.

6.2.4 Vibration Test

The BAIID must physically withstand the trial and pass a general functional test after exposure to vibration in three axes for a total of 9 hours.

6.2.5 Sample Head Drop Test

The BAIID must physically withstand the trial and pass a general functional test after the sample head has been dropped from a height of 30 inches on to a tiled concrete floor on 6 occasions.

6.3.7 Humidity Test

The BAIID must meet the BAC accuracy tests as specified after exposure for 12 hours at 40 ºC and 95% Relative Humidity.

6.3.9 Dust Exposure Test

The BAIID must meet the BAC accuracy tests as specified after exposure to fine dust as per SAE J726B for 5 hours.

6.4 Alcohol Specificity Test

A reading of no greater than 20 mg% BAC shall be measured with the BAIID when the substances and concentrations as specified in the test specification are sampled by the BAIID.

EMI / EMC Tests

The BAIID must meet the test criteria as outlined on page 8 of the Qualification Test Report when exposed to conducted and radiated emissions, as well as, conducted susceptibility and spike conducted susceptibility tests. Additional tests were also performed with the use of a cellular phone.

The WR2 meets this requirement as outlined by meeting these environmental challenges without breakdown or degradation of performance, including BrAC accuracy tests.

- See pages 11, 12, 14 – 16, 18 and Appendix B, D and E of the Qualification Test Report.

16. The operation of the ignition interlock device shall not be affected by normal fluctuations of power source voltage.

NHTSA: 1.4S Power

If the BAIID device is designed to be operated from a 12 volt DC vehicle battery, then it shall meet the accuracy requirements specified in paragraphs 1.1.1S to 1.1.4S when operated within the normal range of automobile voltages of 11 to 16 volts DC when tested in accordance with paragraph 1.4T.

Alberta: 5.2 Test Setup

During the environmental and accuracy tests, the power supply voltage is to be adjusted such that an approximate equal number of measurements are made at each condition for 14.2 volts DC, 9.0 volts DC, and 16.0 volts DC.

The WR2 meets this requirement as outlined by operating correctly and performing accurately during exposure to fluctuations in the power supply voltage.

- See pages 12 – 14, B39 – B57 and Appendix C: General Functional Test of the Qualification Test Report.

17. The ignition interlock device shall enable the ignition relay after the successful completion of a breath alcohol test. The device shall allow one minute to elapse between the time the ignition is enabled to start the vehicle. The ignition interlock device shall allow the vehicle to be restarted within two minutes of a stall without requiring an additional test.

NHTSA: 1.9S Sample Free Start

After a stall, a sample free restart shall be possible for 2 minutes.

Alberta: Appendix C: General Functional Test

5. Turn the ignition off, and verify that restart is available 2 minutes and 50 seconds after the ignition was turned off. Turn off the ignition again and verify that restart is not available 3 minutes and 10 seconds after.

The WR2 meets this requirement as outlined by enabling the ignition relay after a pass BrAC test; by allowing a grace period following the successful breath test for the starting of the vehicle; and, by allowing the vehicle to be restarted without the needs for another test within a grace period after the ignition is switched off or the vehicle stalls.

The grace period between the time of the successful test being recorded and the time that the vehicle may be started is typically 3 minutes; however, this may be programmed to meet the jurisdictional requirements.

Likewise, the grace period between the time the ignition is turned off or the vehicle stalls and the time that the vehicle may be restarted is typically 3 minutes; however, this may be programmed to meet the jurisdictional requirements.

- See pages B3 to B16 of the Qualification Test Report

18. If the initial test results in a lockout is due to the operator's BrAC level, the ignition interlock device shall not allow an additional attempt for 20 minutes. If the operator's BrAC is greater than 0.05 g/210L on the second retest, the machine shall lock out for an additional 30 minutes and shall do so thereafter for each failed retest.

NHTSA: Not commented

Alberta: Appendix A: Lock Out

A condition in which the interlock device will not enable a breath test to be conducted and thereby prevents the participant from starting the motor vehicle. This condition will result when a BAC fail or retest fail occurs and at the end of the service reminder countdown period.

Appendix C: General Functional Test

14. Using a simulator set for 60 mg% BAC, attempt to obtain ignition turn on. Verify that the device interlocks and prevents ignition turn on, and the device registers a fail condition.

15. Verify that after 5 minutes from the completion of step 14, the device will allow a retest.

16. Using a simulator set for 60 mg% BAC, attempt to obtain ignition turn on. Verify that the device interlocks and prevents ignition turn on, and the device registers a fail condition.

17. Verify that after 30 minutes from completion of step 16, the device will allow a retest.

The WR2 meets this requirement as outlined by providing a short lockout period following a first BrAC fail test (above the alcohol set point) and a long lock out period following a second or subsequent BrAC fail test.

The time periods for both the short and long lock out periods may be programmed to meet jurisdictional requirements.

The BAC fail set point at which the operator is prevented from starting of the vehicle and for which a lock out period is initiated, may also be programmed to meet jurisdictional requirements.

- See pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

19. The ignition interlock device shall give visual and audible signals for a period of two to five minutes before a retest must be taken.

NHTSA: 1.8.2.3T Rolling retest to thwart curbside assistance

In order to alert the driver that a retest is to be required, a 3 minute warning light and/or tone shall come on. The driver would then have 3 minutes to retest.

Alberta: Appendix C: General Functional Test

6. Using normal breath, operate the device and obtain ignition turn on.

7. Using a stopwatch, verify that after 5 to 15 minutes from completion of the breath test a signal is issued from the device requesting a retest.

8. Perform the retest using normal breath.

9. Using a stopwatch, verify that after 15 to 45 minutes from completion of step 7, a signal is issued from the device requesting a retest.

The WR2 meets this requirement as outlined by providing an audible tone and a visual message on the dot matrix alphanumeric led display for 3 minutes to signal the operator of the vehicle that a retest is required.

The length of time of this audio and visual signal may be programmed to meet jurisdictional requirements.

- See pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

20. The failure of the operator to take a retest shall cause the ignition interlock device to enter the violation mode and shall cause the interlock to disable the ignition when the vehicle is turned off. It shall also provide for visible and audio signals that the test was not taken or failed by the driver.

NHTSA: 1.8.2.3T Rolling retest to thwart curbside assistance

The consequences of a failure to take the retest shall be threefold. First, the refusal to perform a rolling retest shall be flagged and recorded on the data recorder. Second, the BAIID shall warn the driver by a unique auditory or visual cue that the vehicle ignition will enter a lockout condition within a period of 5 days, and the assignee shall report to the BAIID program monitor promptly. Third, the lockout shall proceed within 5 days.

Alberta: Appendix C: General Test Specification

18. Using normal breath, operate the device and obtain ignition turn on.

19. Using a stopwatch, verify that after 5 to 15 minutes from completion of step 18, a signal is issued from the device requesting a retest. Do not supply a retest breath sample at this time.

20. Using a stopwatch, verify that after 3 minutes from completion of step 18, the device goes into a time lapse fail mode and the horn is activated.

21. Using a simulator set for 60 mg% BAC, perform a retest. Verify that the device remains in the fail mode (now pullover fail mode). Allow the device to remain in this state for one minute.

22. Switch the ignition off, then reset the device. Using normal breath, operate the device and obtain ignition turn on.

The WR2 meets this requirement as outlined by entering a time lapse fail (i.e. violation) mode if a retest is not taken within the allotted time period; by sounding an alarm signal on the device and providing a visual message on the display; by sounding an alarm (vehicle) horn (and flashing lights if required); by disabling the ignition (entering lock out) if the retest BrAC was a fail; and by allowing the vehicle to be restarted upon completion of a successful breath test after a short lockout period.

The type and nature of these sanctions may be programmed to meet jurisdictional requirements.

- See pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report.

21. If the result of the retest is greater than BrAC 0.05 g/210L, the ignition interlock device shall enter the violation mode, which shall be reported to DDL by the manufacturer or their representative.

NHTSA: 1.8.2.3T Rolling retest to thwart roadside assistance

A retest that is taken as required and subsequently failed shall result in an alert condition that is flagged on the data recorder. The BAIID assignee shall be signaled that the BAIID program monitor must be notified promptly of the violation, the automatic lockout shall proceed.

Alberta: Appendix C: General Test Specification

21. Using a simulator set for 60 mg% BAC, perform a retest. Verify that the device remains in the fail mode (now pullover fail mode). Allow the device to remain in this state for one minute.

22. Switch the ignition off, then reset the device. Using normal breath, operate the device and obtain ignition turn on.

The WR2 meets this requirement as outlined by entering a pull over fail (i.e. violation) mode if the BrAC result of a retest is above the alcohol set point; by sounding an alarm signal on the device and providing a visual message on the display to instruct the driver to pullover, and then sounding an alarm (vehicle) horn (and flashing lights if required)if the vehicle is not stopped within the grace period provided; by disabling the ignition (entering lock out); and by allowing the vehicle to be restarted only after a short lockout period.

The results of all tests, including a BrAC fail retest and the sanctions that follow, are recorded on the data logger for report to the administering authorities as required.

The type and nature of these sanctions may be programmed to meet jurisdictional requirements.

- See pages B3 to B16 for the results of the General Functional Test of the Qualification Test Report

22. In case of equipment failure, the ignition interlock device shall allow for an emergency electronic bypass authorized by the Contractor.

NHTSA: Not commented.

Alberta: Not commented.

The WR2 meets this requirement as outlined by providing an emergency over-ride feature in which the participant must call the Contractor (Service Provider) to gain authorization and method of use of the feature. When this feature is activated, the vehicle may be started without the needs for a breath sample to enable the driver to return to the Service Center for any repair or remedial action that is warranted.

23. After the initial bypass, the ignition interlock device shall not respond to additional bypasses. The Contractor will have 72 hours to fix or replace the IID.

NHTSA: Not commented.

Alberta: Not commented.

The WR2 meets this requirement as outlined by permitting a one-time use only emergency over-ride feature. Once activated this feature causes an alarm horn to sound when the vehicle is started and for as long as it is running. The over-ride feature will automatically de-activate when the vehicle is shut off for more than 60 minutes, and cannot be re-enabled unless the vehicle has been brought into the Service Center. Should the participant misuse this feature it can be disabled by the Service Center.

24. The ignition interlock device shall record any attempt by the operator to start the vehicle without first taking the breath test, such as the use of an electrical bypass.

NHTSA: 1.8.1.2T Circuit tampering

The BAIID shall be able to register any engine start (whether or not the ignition switch is turned on) which occurs without passing the BrAC test.

An interlock device ought to be capable of either preventing a vehicle from being successfully hotwired, or be capable of registering all such successfully completed bypasses of the interlock device.

Alberta: 6.4 Tampering

Attempts to tamper with the device by disabling it's power supply, push starting, or hot wiring a vehicle equipped with a BAIID shall be logged within the device's non volatile memory. For the push starting or hot wiring events, an immediate recall condition shall be indicated on the device. Attempts to open the device and tamper with the circuitry shall be easily recognizable by the use of tamper proof seals or by similar means.

The WR2 meets this requirement as outlined by recording all attempts to start the vehicle without first taking a breath test, whether through actuation of the ignition, hot-wiring of the starter or push starting. In addition, the WR2 has several seals that protect the integrity of the device and the installation procedure requires the use of special methods of connection and placement of seals at critical points.

When a start violation is detected, the WR2 will enter into an immediate recall mode in which the operator is given audible and visual signals to report to the Service Center.

- See pages 16, 17 and B91 – B93 of the Qualification Test Report.

25. The ignition interlock device shall warn the operator of upcoming service appointments for a minimum of three days prior to the appointment. Should the operator fail to appear, the device shall lock out on the third day after the scheduled appointment and the vehicle shall not be operable until the manufacturer or their representative has reset the device.

NHTSA: 4.10.2.6 Service Reminder

It is recommended that the unit itself have the capability to warn the client of an upcoming calibration check. A combination of a warning light and/or audible sound during the power up sequence would be sufficient.

Alberta: Appendix A: Service Reminder

An internal day-timer of the interlock device which is preset at the time of installation or service of the interlock to provide a remainder to the program participant of the date on which the vehicle must be returned to the Service Centre for the scheduled program monitoring check.

6.4.5 Calibration Stability and Lockout Test

Near the completion of the calibration stability interval, ensure the service reminder, immediate recall and lockout conditions occur on the devices as described in the manufacturer's specifications.

The WR2 meets this requirement as outlined by providing a 7-day visual notice on the dot matrix alphanumeric led display. On the due date for the monitoring appointment, the message switches to a past due message as notice of impending lockout in 5 days. A characteristic audible tone is also provided. The device will enter a permanent lockout condition unless the vehicle is brought to the center within this past due notice period. Otherwise, the vehicle will have to be towed.

The time periods of the service reminder and past due notice can be programmed to meet jurisdictional requirements.

- See pages 18, A29 and B94 – B107 of the Qualification Test Report.

26. The internal memory of the ignition interlock device shall have a minimum of 500 events and shall enter a service reminder if the memory reaches 90 percent of capacity.

NHTSA: 4.10 Data Recorder

A record of vehicle use and interlock test results are believed to be critical to accurate monitoring programs.

Alberta: Appendix C: General Functional Test

24. Using the Smartlog system, obtain a hard copy printout of the activity of the device. Verify that the hard copy printout identifies the events from step 3 to step 22 as per the device specifications.

During each of the other groups of tests, the data captured on the smartlog was downloaded and analyzed.

The WR2 meets this requirement as outlined by recording occasions of use of the device, attempted or actual use of the vehicle and diagnostic events of the device. These data include date, time, BrAC data, and any other type of event captured by the device.

The memory capacity of the data log of the WR2 is 10,000 events. The device will enter a service reminder if the memory use reaches 90% of capacity.

- See Appendix B of the Qualification Test Report.

*27. The ignition interlock device shall **NOT** spontaneously bypass the ignition system.*

NHTSA: D-6 Fail Safe

When the BAIID device cannot operate properly due to some condition (e.g., improper voltage, temperature exceeding operating range, dead sensor, etc.) the BAIID will not permit the vehicle to be started.

Alberta: Appendix A: Fail Safe

A design philosophy of the interlock device in which the interlock will permit the starting of the motor vehicle should any fault in the interlock occur. In keeping with this philosophy, the ignition relay is “normally open”; thus, the interlock must be functional to cause the action to enable the ignition by closing the relay.

1.3 BAIID Program Challenges

The automobile environment is a hostile environment. A BAIID device must operate while undergoing environmental stresses, and be able to endure those stresses over time and continue to operate properly.

The WR2 meets this requirement as outlined through rugged design and fail-safe philosophy. The vehicle may only be started if the ignition relay is actuated electronically through a signal from the microprocessor in the control module following the provision of a proper sample of breath for analyses with a BrAC result below the alcohol set point.

- See Qualification Test Report for a review of the data, especially Section 3: Summary, pages 4 – 18.

28. The ignition interlock device shall not be made operational by any mechanical means of providing air to simulate alveolar breath.

NHTSA: 1.8.2.1T Non human samples

The BAIID shall be capable of detecting or failing 80% of the non human breath samples introduced.

1.8.2.2T Filtered samples

BAIID’s shall be capable of detecting or failing 80% of the filtered samples.

Alberta: 5.3 Circumvention tests

Using air samples from other than breath and using filtered breath from human subjects known to have a BAC of greater than 60 mg% the BAIID shall indicate an abort condition always and not allow vehicle ignition.

The WR2 meets this requirement as outlined by preventing the circumvention of the breath testing system with the use of means to provide air to simulate a breath sample, or through the use of filtered samples of breath.

The WR2 device has extensive anti-circumvention features that prevent the operation of the vehicle by these bogus means.

- See pages 16, 17, A26 – A29 and B91 – B92 of the Qualification Test Report.

29. The ignition interlock device shall be alcohol specific fuel cells and react to and measure only alcohol, eliminating positive results for any other substance.

NHTSA: 5.1 Accuracy

The type of alcohol sensing technology used in a BAIID will influence the specificity of measurement. A passive fuel cell device held in an engine exhaust stream measures about 0.01% w/v. The semiconductor technology is less specific, and may read higher. The ability of BAIID's to correctly detect and reject non-ethanol contaminants is adequate but not perfect. It is for these reasons that the alcohol setpoint recommended for adoption not be set below 0.025% w/v.

Alberta: 1.3 BAIID Program Challenges

The sensor must be specific to breath alcohol, and not be activated by other common substances that can be found in human breath.

The WR2 meets this requirement as outlined through the use of an alcohol specific, electro-chemical (fuel cell) sensing means for breath alcohol determination.

This device has been tested with a variety of compounds other than alcohol and it was found that there were no appreciable interferences, particularly with smoke from human subjects.

- See pages 16, A23 - A25, A29, B74 – B75 and B94 – B107 of the Qualification Test Report.

1. Portable (Laptop) Workstation – Three (3) portable workstations are necessary for Department personnel to monitor Contractor service centers for compliance of program requirements to be delivered 45 days after contract signing. The Contractor will provide maintenance for the workstations and they will be returned to the Contractor upon expiration of the Contract or subsequent renewal. This equipment will be included in the Technology Refresh section (5.1.11) of this ITN. Specifications for the portable workstations are as follows:

2. Laptop with Intel Pentium IV 2.20 GHz-M or faster CPU, with 512MB, 1DDR SDRAM space module. Processor speed must be the maximum that is available at the time of ordering.

3. 101 Key keyboard (internal, not external)

4. Mouse (internal and external)

5. Single 3.5" high-density floppy disk drive

6. Internal 60GB or larger hard disk drive

7. Ethernet network interface connection using TCP/IP protocol over UTP for 10-BASE-T/100BASE-T with RJ-45 connector and 56Kbps modem. Preferably a combo card.

8. DVD/CD-RW Combo, highest speed available for a laptop.

9. Separate 17 inch TFT flat panel display station to permit desk side placement with display, keyboard, and mouse on tabletop.

10. The operating system must be Windows XP professional with the latest Service pack and current "hot fixes" installed and must be configured as part of the State's Windows NT or Windows 2000 domain.

11. Current version of Norton Antivirus Corporate Edition with an Enterprise license. The anti-virus software will be kept up to date by the Contractor to the extent that the portable workstation is connected to the Department's network and is not used remotely.

12. Contractor must provide a laptop carrying case.

13. Customized version (utilizing Internet Explorer Administration kit) of Internet Explorer, version 5.5 or higher, for uses including to access the Department's web page. The Contractor will create the customized version as directed by the Department.

14. MSOffice 2000 XP software license.

ACS will supply and provide maintenance for three (3) portable workstations in compliance with the specifications set out in Subsection 5.1.2 b. The workstations will be delivered to the Department within 45 days after contract signing the understanding, on the understanding that they will be returned to ACS upon expiration of the Contract or subsequent renewal. ACS acknowledges that the workstations will be included in the Technology Refresh section (5.1.11) of this ITN, and undertakes to comply with the requirements thereof.

b. *Printer - Three (3) laser printers are necessary for Department personnel complete tasks associated with monitoring Contractor service centers for compliance of program requirements to be delivered 45 days after contract signing. The Contractor will provide maintenance for the printers and they will be returned to the Contractor upon expiration of the Contract or subsequent renewal. This equipment will be included in the Technology Refresh section (5.1.11) of this ITN. Specifications for the printers are as follows:*

1. HP LaserJet 4200dtns printer.
2. Print speed of 35 pages per minute.
3. Must be networkable and the network interface must be internal to printer.
4. Must have appropriate interfaces that are compatible with operating system and software including Windows.

ACS will supply and provide maintenance for three (3) laser printers in compliance with the specifications set out in Subsection 5.1.2 b. The printers will be delivered to the Department within 45 days after contract signing the understanding, on the understanding that they will be returned to ACS upon expiration of the Contract or subsequent renewal. ACS acknowledges that the printers will be included in the Technology Refresh section (5.1.11) of this ITN, and undertakes to comply with the requirements thereof.

5.1.3 INSTALLATION:

The Contractor must install and remove IIDs according to the following guidelines:

a. Contractor shall inspect all vehicles prior to interlock installation and determine that the mechanical and electrical components which will be affected by the ignition interlock device are in acceptable and proper working condition. No device shall be installed until the participant makes the vehicle capable of such installation.

Consistent with standard procedure as set out in the WR2 Installation Manual, ACS will inspect all vehicles prior to interlock installation and determine that the mechanical and electrical components which will be affected by the ignition interlock device are in acceptable and proper working condition. No device shall be installed until the participant makes the vehicle capable of such installation.

b. Installations shall be made in a professional manner and in accordance with acceptable industry standards. All electrical connections made to the vehicle shall be permanent, such as by the use of soldering.

ACS will ensure that installations shall be made in a professional manner and in accordance with acceptable industry standards. ACS' standard procedure as set out in the WR2 Installation Manual requires all electrical connections made to the vehicle to be soldered.

c. Installations shall include all of the tamper-resistant features required by the Department in its criteria for device approval, which include, but are not limited to, the following:

ACS will include all of the tamper-resistant features required by the Department in its criteria for device approval.

1. A unique and identifiable covering, seal, epoxy, or resin at all exposed electrical connections for the device.

ACS' standard procedure as set out in the WR2 Installation Manual requires all exposed electrical connections for the device to be covered with unique and identifiable proprietary tamper seals and/or shrink-wrap.

2. Connections to the vehicle that shall be under the dash or in an inconspicuous area of the vehicle.

Connections to the vehicle shall be under the dash or in an inconspicuous area of the vehicle.

3. A unique and easily identifiable tamper seal, epoxy, or resin at all openings (except the breath and exhaust openings) of the hand-held control and support units.

All openings (except the breath and exhaust openings) of the WR2 sample head and control module will be sealed with unique and identifiable proprietary tamper seals.

d. Contractor shall maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Sections 553.501 – 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as the "Americans with Disabilities Act of 1990."

ACS will maintain the capability to accommodate Participants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Sections 553.501 – 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as the "Americans with Disabilities Act of 1990."

e. Contractor shall affix a warning label approved by the Department to each device that reads, "Any person tampering, circumventing or otherwise misusing this ignition interlock system is guilty of a violation of law and may be subject to civil liability."

ACS will affix a warning label approved by the Department to each device that reads, "Any person tampering, circumventing or otherwise misusing this ignition interlock system is guilty of a violation of law and may be subject to civil liability."

f. Immediately upon installation, the Contractor shall electronically transfer (FTP) to the Department the following information as specified in Section 5.1.4.e, SERVICES AND MONITORING REQUIREMENTS:

1. Name, address, driver's license number, and telephone number of the participant.

2. Owner, make, model, year, vehicle identification number, and registration information on any vehicle in which a device was installed.

3. Serial number of the device installed.

4. Length of the installation period, date of first monitoring check (next service date), and payment schedule.

5. Confirmation of the participant's successful completion of appropriate training.

Immediately upon installation, ACS will electronically transfer (FTP) to the Department all required information as specified in Section 5.1.4.e, SERVICES AND MONITORING REQUIREMENTS:

g. Contractor shall follow manufacturers approved written instructions for the installation and removal of ignition interlock devices. A copy of the instructions shall be provided to the Department.

ACS will ensure that the manufacturer's approved written instructions for the installation and removal of ignition interlock devices are followed at all times. A copy of these instructions will be provided to the Department on or before the installation start date in the event that the Contract is awarded to ACS.

h. Contractor must provide adequate training for participants and any family members or friends who will operate the vehicle.

ACS will ensure that adequate training is provided for participants and any family members or friends who will operate the vehicle.

i. Removal of the devices shall be done in such a manner as to return the vehicle to its normal operating condition.

Consistent with standard procedure as set out in the WR2 Installation Manual, ACS will ensure that removal of the devices will be done in such a manner as to return the vehicle to its normal operating condition.

j. Contractor must install the ignition interlock device within seven calendar days after the initial notification from the participant that it is required. The Contractor will provide an appointment scheduling, toll-free telephone number that will be available from 8:00 a.m. through 5:00 p.m., Monday through Friday, for statewide scheduling of installation.

ACS will ensure that the ignition interlock device is installed within seven calendar days after the initial notification from the participant that it is required. ACS will provide an appointment scheduling, toll-free telephone number that will be available from 8:00 a.m. through 5:00 p.m., Monday through Friday, for statewide scheduling of installation.

5.1.4 SERVICES AND MONITORING REQUIREMENTS:

The Contractor must demonstrate the ability to provide effective and efficient service in installing the ignition interlock device and integrating it into the motor vehicle's electrical and ignition system. Contractor must also be able to provide the necessary data from the ignition interlock device to the Department in a timely manner and according to the following guidelines:

ACS' proven track record in supplying the highest quality interlock technology and program services for more than a decade demonstrates its ability to provide effective and efficient service in installing the ignition interlock device and integrating it into the motor vehicle's electrical and ignition system.

a. *Servicing, inspecting, and monitoring of each device shall occur within the next calendar month after the initial installation and every calendar month thereafter.*

ACS will ensure that the WR2 is programmed to recall Participants in accordance with the Department's requirement that servicing, inspecting, and monitoring of each device occur within the next calendar month after the initial installation and every calendar month thereafter.

b. *The Contractor shall maintain electronic records on his local computer, which is FTPed to the Department, on every participant for the duration of the Contract, including the results of every monitoring check. The Contractor must provide a certified letter for all violations if requested by the Department.*

ACS will maintain electronic records on every participant on its local computer for the duration of the Contract. These records will include the results of every monitoring check. Any and all such records will be FTPed to the Department as and when required.

ACS will provide a certified letter for all violations if requested by the Department.

c. *Within three calendar days of a monitoring check, Contractor shall have conveyed to the Department all the data as listed in Attachment A, IGNITION INTERLOCK DEVICE PROGRAM DATA FIELD DESCRIPTION, as specified in Section 5.1.4.e below concerning the following:*

1. *Name of the participant.*
2. *Number of miles driven during the monitored period.*
3. *Charges for the monitoring visit.*
4. *Date of the next scheduled monitoring visit.*
5. *Any type of repair work undertaken on the device and the probable cause for the repair.*
6. *Any areas of discussion or concern raised by the participant relating to the operation and/or use of the ignition interlock device or the participant's status in the program.*

ACS will comply with the requirement that within three calendar days of a monitoring check, Contractor shall have conveyed to the Department all the data as listed in Attachment A,

IGNITION INTERLOCK DEVICE PROGRAM DATA FIELD DESCRIPTION, as specified in Section 5.1.4.e below concerning the following:

1. Name of the participant.
2. Number of miles driven during the monitored period.
3. Charges for the monitoring visit.
4. Date of the next scheduled monitoring visit.
5. Any type of repair work undertaken on the device and the probable cause for the repair.
6. Any areas of discussion or concern raised by the participant relating to the operation and/or use of the ignition interlock device or the participant's status in the program.

d. *Within one business day of performing the monitoring check, the Contractor shall report to the Department, as specified in Section 5.1.4.e. below, any evidence of the following to include ten events before and ten events after:*

1. Altering, tampering with, bypassing, or removing the device.

2. Failure to abide by the terms and conditions of the program, including the failure to appear for the monitoring visit.

3. One or more lockouts (e.g., for violations that include a high BrAC, a BrAC failure, a retest failure, or a power interruption).

4. Indication of non-compliance, such as a failure to take a random or retest.

5. Data indicating the participant attempted to start the vehicle while under the influence.

ACS will comply with the requirement that within one business day of performing the monitoring check, the Contractor shall report to the Department, as specified in Section 5.1.4.e. below, any evidence of the following to include ten events before and ten events after:

1. Altering, tampering with, bypassing, or removing the device.
2. Failure to abide by the terms and conditions of the program, including the failure to appear for the monitoring visit.
3. One or more lockouts (e.g., for violations that include a high BrAC, a BrAC failure, a retest failure, or a power interruption).
4. Indication of non-compliance, such as a failure to take a random or retest.
5. Data indicating the participant attempted to start the vehicle while under the influence.

e. *The Contractor shall be responsible for utilizing centralized computer hardware that is compatible with the computer systems of their local service centers. Participant information must be electronically transferred (FTP) from the centralized computer to the Department in a secure chain of custody to ensure no corruption of data throughout the reporting process. At a minimum, this will require that machines involved in the collection and transmittal of the data have auditing features turned on, are secured or "hardened" according to industry standard best practices, are kept up to date with security patches and revisions, and access to the machines is restricted to authorized individuals through appropriate account management procedures.*

ACS will be responsible for utilizing centralized computer hardware that is compatible with the computer systems of its local service centers.

ACS will comply with the requirement that Participant information must be electronically transferred (FTP) from its centralized computer to the Department in a secure chain of custody to ensure no corruption of data throughout the reporting process. It is acknowledged that, at a minimum, this will require that machines involved in the collection and transmittal of the data have auditing features turned on, are secured or "hardened" according to industry standard best practices, are kept up to date with security patches and revisions, and access to the machines is restricted to authorized individuals through appropriate account management procedures.

f. *The Department shall approve the days and hours of operation of the service centers. The days and hours of operations will be flexible to meet the needs of participants. The hours of operation shall be between 6:00 a.m. and 10:00 p.m.*

It is acknowledged that the Department shall approve the days and hours of operation of the service centers. ACS will ensure that the days and hours of operations will be flexible to meet the needs of participants. The hours of operation shall be between 6:00 a.m. and 10:00 p.m.

g. *The Contractor shall be available Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time, to answer all questions and handle any mechanical problems relating to the device in the vehicle and to repair or replace an inoperable or malfunctioning ignition interlock device.*

ACS will ensure that qualified and trained staff will be available Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time, to answer all questions and handle any mechanical problems relating to the device in the vehicle and to repair or replace an inoperable or malfunctioning ignition interlock device.

h. *The Contractor shall provide a 24-hour toll-free telephone number effective August 29, 2003, to all participants for any question about the IID Program or for emergencies to include technical information, bypasses due to faulty equipment, towing service or road service. An example of such an emergency would be if the vehicle will not start due to a faulty ignition interlock device, and the Contractor must advise applicant on how to bypass the system. The Contractor must provide on a monthly basis an electronic log listing of all toll-free calls along with bypass approvals.*

ACS will provide a 24-hour toll-free telephone number effective August 29, 2003, to all participants for any question about the IID Program or for emergencies to include technical information, bypasses due to faulty equipment, towing service or road service. It is understood that an example of such an emergency would be if the vehicle will not start due to a faulty ignition interlock device, and the Contractor must advise applicant on how to bypass the system.

ACS will provide to the Department on a monthly basis an electronic log listing of all toll-free calls along with bypass approvals.

i. *Any towing services for a device that malfunctions shall be paid for directly by the Contractor or if paid by the customer, the Contractor shall reimburse the customer.*

ACS will comply with the requirement that any towing services for a device that malfunctions shall be paid for directly by the Contractor or if paid by the customer, the Contractor shall reimburse the customer. It is noted, however, that in the great majority of cases involving the WR2 malfunctions can be addressed in a manner that avoids having to tow the vehicle.

j. *Within 24 hours of providing a successful bypass, the Contractor must respond to the service inquiry. Within 48 hours of the successful bypass, the repair or replacement of the ignition interlock device shall be completed.*

Within 24 hours of providing a successful bypass, ACS will respond to the service inquiry. Within 48 hours of the successful bypass, the repair or replacement of the ignition interlock device shall be completed.

k. *The Contractor shall have the authority to permit an emergency bypass of a device based on the provider's discretion. However, this authority may be limited by participating courts and the Department. Contractor must report and explain to the Department any and all bypass approvals.*

It is acknowledged that ACS shall have the authority to permit an emergency bypass of a device based on the provider's discretion. However, this authority may be limited by participating courts and the Department.

ACS will report and explain to the Department any and all bypass approvals.

l. *The Department shall approve locations for service centers. Service centers shall be on-line by August 29, 2003, with any further expansion to be determined by the Department. Participants in the IID Program shall not be required to drive more than 100 miles to any given service center. The exception to this requirement will be in the high density counties identified as Duval, Pinellas, Hillsborough, Orange, Palm Beach, Broward and Dade, in which participants must not be required to drive more than 30 miles to a service center.*

It is acknowledged that the Department shall approve locations for service centers. ACS will ensure that service centers shall be on-line by August 29, 2003, with any further expansion to be determined by the Department.

It is further acknowledged that Participants in the IID Program shall not be required to drive more than 100 miles to any given service center. The exception to this requirement will be in the high density counties identified as Duval, Pinellas, Hillsborough, Orange, Palm Beach, Broward and Dade, in which participants must not be required to drive more than 30 miles to a service center.

Appendix 7 shows the locations of the ten (10) service centers ACS proposes to establish prior to the commencement date, and how they satisfy the distance requirements set out in this ITN.

m. *Service centers shall be constructed in such a manner that the participant or any other unauthorized personnel cannot witness the installation and servicing of the ignition interlock device.*

ACS will ensure that service centers will be constructed in such a manner that the participant or any other unauthorized personnel cannot witness the installation and servicing of the ignition interlock device.

n. *It is preferred but not required that the service centers and personnel be dedicated exclusively to the installation, calibration, maintenance and removal of interlock devices. Contractor must supply sufficient staff and supervision to assure compliance with contract.*

It is acknowledged that the Department prefers but does not require that the service centers and personnel be dedicated exclusively to the installation, calibration, maintenance and removal of interlock devices. Initially ACS proposes to open ten (10) services centers in the following locations:

1. Pensacola
2. Tallahassee
3. Jacksonville (Duval County)
4. Gainesville
5. Orlando (Orange County)
6. Tampa/St Petersburg (Hillsborough & Pinellas Counties)
7. Sarasota
8. West Palm Beach (Palm Beach County)
9. Ft. Lauderdale (Broward County)
10. Homestead (Miami/Dade County)

These service centers will be corporate centers, trading under the name of Interlock Systems of Florida ("ISF"), and will be dedicated exclusively to the installation, calibration, maintenance and removal of interlock devices. It is anticipated that additional centers will be required to meet the demand for Program services. The exact number, location and timing of additional centers will be dictated by demand and, depending on the particular location and the projected number of Participants serviced by a particular center, future expansion of the ISF service delivery network may include one or more subcontracted facilities.

It is acknowledged that the Contractor must supply sufficient staff and supervision to assure compliance with contract. ACS will ensure that this requirement is met at all times.

o. *Adequate security measures shall be taken to ensure that unauthorized personnel cannot gain access to secured materials.*

ACS will ensure that adequate security measures will be taken so as to prevent unauthorized personnel from gaining access to secured materials.

p. *The Contractor shall provide both a criminal records check and a driver's license record check of all contractor and subcontractor personnel assigned to work on this project. The Contractor must agree the Contractor's and subcontractors' employees, working on any phase of the design, maintenance, or operation of the IID System, may be subject to agency security clearance or other security requirements imposed by the State. The Contractor must obtain a background investigation on all Contractor and subcontractor personnel assigned to this project with the Florida Department of Law Enforcement and the Federal Bureau of Investigations, and certify the results to the Department, prior to allowing the personnel in question to work on the project, Contract or subcontract. The Department reserves the right to reject for use on this project, any employee of the Contractor, or any employee of any sub-contractor, who has a criminal conviction.*

ACS will provide both a criminal records check and a driver's license record check of all contractor and, if applicable, subcontractor personnel assigned to work on this project.

ACS agrees the Contractor's and, if applicable, subcontractors' employees, working on any phase of the design, maintenance, or operation of the IID System, may be subject to agency security clearance or other security requirements imposed by the State.

ACS will obtain a background investigation on all Contractor and, if applicable, subcontractor personnel assigned to this project with the Florida Department of Law Enforcement and the Federal Bureau of Investigations, and certify the results to the Department, prior to allowing the personnel in question to work on the project, Contract or subcontract.

It is understood and agreed that the Department reserves the right to reject for use on this project, any employee of the Contractor or, if applicable, any employee of any sub-contractor, who has a criminal conviction.

q. *The Contractor must ensure that the participant has no access to the IID installation or download of the data process in the Service Center bays or at any time when maintenance service is provided. Only Contractor authorized personnel shall have access to the Contractor's computer systems for download and updates. The Contractor shall identify, validate and invalidate all users of the application within 24-hours of employment or unemployment. All information obtained by the Contractor for the IID Program is a part of the Department's record and shall only be released by the Department.*

ACS will ensure that the participant has no access to the IID installation or download of the data process in the Service Center bays or at any time when maintenance service is provided. Only Contractor authorized personnel shall have access to the Contractor's computer systems for download and updates. ACS will identify, validate and invalidate all users of the application within 24-hours of employment or unemployment.

It is understood and agreed that all information obtained by the Contractor for the IID Program is a part of the Department's record and shall only be released by the Department.

r. *The Contractor must provide detailed training modules for the Service Center's Training Program. This will include the training provided to the participant and family members or friends who may operate the vehicle along with the training for service center technician, who will install, repair or deinstall IID devices as well as personnel downloading data to the web-based application. From the technical requirements provided in this ITN, the Contractor must develop policies and procedures to be used in the training modules that include at a minimum, installation, certification, bypass and deinstallation of the ignition interlock device.*

ACS will provide detailed training modules for the Service Center's Training Program. This will include the training provided to the participant and family members or friends who may operate the vehicle along with the training for service center technician, who will install, repair or deinstall IID devices as well as personnel downloading data to the web-based application.

From the technical requirements provided in this ITN, ACS will develop policies and procedures to be used in the training modules that include at a minimum, installation, certification, bypass and deinstallation of the ignition interlock device.

s. *All contracts used for the IID program must be exclusive between a participant and the Contractor. The Contractor must submit a copy of the contract that would be required of the participants with a list of the primary and secondary costs.*

ACS will ensure that all contracts used for the IID program will be exclusive between a participant and the Contractor.

A preliminary draft of the ISF Service Agreement, representing the contract that would be required of the participants, is attached as **Appendix 8** to this SQSO. A list of the primary and secondary costs will be provided at the time of submission of complete (technical and price) proposals.

5.1.5 CERTIFICATION:

a. Certification

1. Each offeror shall provide to the Department seven (7) certified copies of the testing documentation from by an independent testing laboratory meeting ISO, ANSI or Alberta standards. Certifications must include the date the model was first manufactured and they should be signed and attested to by appropriate corporate officers of the independent laboratory indicating the accuracy of the reported results and that the device meets the requirement of NHTSA and the Department.

Included with this SQSO are seven (7) certified copies of ETC's dated test results for the WR2 Ignition Interlock Device. The WR2 has been tested by the MPB Technologies' Electronics Test Centre ("ETC"), an independent testing laboratory meeting ISO standards. At the time of testing of the WR2 (August – December, 1993 and April, 1994), the scope of ETC's accreditation extended to all types of electronic products, including electronic breath alcohol testing products. ETC's expertise in respect of this type of product is well recognized and documented. In fact, ETC was instrumental in the development of the Qualification Test Specifications applicable to Breath Alcohol Ignition Interlock Devices approved for use in Alberta (the "Alberta Standard").

ETC's certification of the WR2 includes the date the model was first manufactured (March, 1994). ETC's certification is signed and attested to by appropriate corporate officers of the independent laboratory indicating the accuracy of the reported results and that the device meets the requirement of NHTSA and the Department.

Note that the ETC test report is expressed to have been prepared for Guardian Interlock Systems Corp. This refers to a Canadian affiliate of ACS, and **not** to Guardian Interlock Systems, Inc. based in Marietta, GA (which is a completely separate company not in any way affiliated with ACS). Subsequent to the date of testing of the WR2, Guardian Interlock Systems Corp. ceased to exist as a separate corporate entity and effectively became the interlock division of ACS.

2. The Contractor must perform a monthly maintenance diagnostic routine on all IID equipment installed and maintain records of pass/fail results.

ACS will perform a monthly maintenance diagnostic routine on all IID equipment installed and maintain records of pass/fail results. It is to be noted in this regard that ACS has developed a custom software application to ensure that a diagnostic check is performed on each IID as an integral element of every installation, monitoring or other type of transaction. Effectively, a transaction cannot be completed unless and until the diagnostic check has been performed and a pass result obtained. If for any reason a unit fails a diagnostic check it must be taken out of service and returned to ACS for inspection and repair by a factory technician.

3. The Contractor shall provide the Department a letter each year by September 1 that identifies every type/model ignition interlock device and certify that the devices meets the NHTSA and Department standards identified in paragraph 1. above. If the type/model ignition interlock device has not been tested, the Contractor shall provided certification from an independent lab and bears all cost of certification. The results of each test, and the certification of each device, shall be submitted to the Department.

ACS will provide the Department a letter each year by September 1 that identifies every type/model ignition interlock device and certify that the devices meets the NHTSA and Department standards identified in paragraph 1. above. It is understood and agreed that if the type/model ignition interlock device has not been tested, the Contractor shall

provided certification from an independent lab and bears all cost of certification. The results of each test, and the certification of each device, shall be submitted to the Department.

5.1.6 REPORTING:

The Contractor will be responsible for providing information requested by the Department regarding the program's participants, complaints or concerns, technical problems encountered or any other information that is available. The Department will work with the Contractor in designing specific reports required for monitoring and audits. Reports shall be transmitted electronically to the Department. A listing of data elements is included in Attachment A, Ignition Interlock Device Data Elements.

ACS will undertake responsibility for providing information requested by the Department regarding the program's participants, complaints or concerns, technical problems encountered or any other information that is available. It is understood that the Department will work with the Contractor in designing specific reports required for monitoring and audits. It is further understood and agreed that reports shall be transmitted electronically to the Department.

a. On a quarterly basis, a summary of all complaints received and corrective actions taken by the Contractor shall be conveyed to the Department as specified in Section 5.1.4.e, SERVICES AND MONITORING REQUIREMENTS. The reports must include but not be limited to the following categorizes:

1. Customer error or operation.

2. Faulty automotive equipment other than the device.

3. Apparent misuse or attempts to circumvent the device causing damage.

4. Device failure due to material defect, design defect, and/or workmanship errors in construction, installation, or calibration.

ACS will ensure that on a quarterly basis, a summary of all complaints received and corrective actions taken by the Contractor will be conveyed to the Department as specified in Section 5.1.4.e, SERVICES AND MONITORING REQUIREMENTS. Such reports will include but not be limited to the following categorizes:

1. Customer error or operation.

2. Faulty automotive equipment other than the device.

3. Apparent misuse or attempts to circumvent the device causing damage.

4. Device failure due to material defect, design defect, and/or workmanship errors in construction, installation, or calibration.

b. The Contractor shall inform the Department of any modifications or adjustments to the ignition interlock device approved by the Department undertaken by the manufacturer.

ACS will inform the Department of any modifications or adjustments to the ignition interlock device approved by the Department undertaken by the manufacturer.

c. The Contractor shall provide to the Department proof of installation and the results of servicing.

ACS will provide to the Department proof of installation and the results of servicing. ACS anticipates in this regard that the manner and form thereof will be discussed and finalized prior to the Program commencement date.

d. The Contractor shall provide public information to interested applicants concerning the device and costs of the program. This public information must be provide in both English and Spanish translation.

ACS will provide public information to interested applicants concerning the device and costs of the program. It is understood and agreed that this public information must be provided in both English and Spanish translation.

e. The Contractor shall provide updates and upgrades that enhance product performance and supply the best technologically advanced device available for Department approval.

As the world leader in ignition interlock technology, ACS is committed to providing updates and upgrades that enhance product performance and to supplying the best technologically advanced device available for Department approval.

Although ACS is proposing to commence operations in Florida using its Model WR2 Ignition Interlock Device, the next generation of interlock technology from ACS, the WR3, is already well on the way toward being ready for introduction in Florida at a fairly early stage. At the present time, the WR3 is undergoing preliminary field-testing prior to submission of the device for certification testing. Although certification testing is necessarily a protracted process due to the time required to complete the calibration stability phase, it is anticipated that the WR3 could be available for new installations by the end of 2003.

IGNITION INTERLOCK MODEL WR3

The WR3 is a new generation of IID designed for superior vehicle safety control. It represents a significant advance in technology over any interlock device currently in use including the WR2. Innovative features of the WR3 include:

- **CanBus Communications Protocol**: Manufacturers of vehicles are continuing to improve the methodology of controlling the various systems and functions within the vehicle. These might include engine management, braking systems, steering control, safety systems, and other peripheral devices. Communications amongst these systems and functions has become much more advanced with digital systems and specialized communications protocols. The new WR3 employs the communications technology that is being used in newer vehicles to enable more trouble free integration at the time of installation and compliance with vehicle standards.

- **Improved Vehicle Monitoring**: The WR3 has advanced vehicle sensing capabilities to ensure compliance with vehicle manufacturer standards, to enable detection of engine starting and vehicle movement, and to enable a broader range of anti-circumvention features.

- **Compatibility with Auto Start Systems**: Many motorists have aftermarket devices installed to enable the remote starting of the vehicle for the purpose of warming/cooling the vehicle before driving. Additionally, commercial vehicles are often kept in an idle condition to maintain the operating efficiency of the engine during rest stops, or to maintain the operation of secondary power systems. These

situations present a challenge to the standard form of IID which requires that the vehicle not be running prior to a breath test. The WR3 has added sensors that monitor the vehicle run condition and motion to enable greater utility in commercial vehicles and northern regions. Only when an attempt is made to place a vehicle in motion would a breath test be required or other sanctions imposed.

- **Enhanced Event Logging**: Coupled with the new form of communications protocol and improved vehicle monitoring, the WR3 will have an extended array of events that will be logged for later analysis of driving behaviour and compliance monitoring.

- **Electronic Memory**: The WR3 will be using the latest form of electronic memory for data logging which no longer requires the use of battery back systems that could lead to loss of memory or corrupted data. This will significantly enhance program integrity and the ability to conduct compliance monitoring functions.

- **Dual Event Logging**: Presently an IID stores the event log data in either the Control Module or Sample Head. If the data is stored in the Control Module there is greater security against loss or tampering. If the data is stored in the Sample Head, the opportunity for remote service is presented through an exchange of Sample Heads, but this convenience comes with a loss of anti-circumvention / tampering detection and the increased likelihood of loss or destruction of the Sample Head when violations may have been committed. The WR3 will have memory in both the Sample Head and the Control / Interface Module. The primary control functions and event logging activities will be resident in the Control / Interface Module. The Sample Head will have a duplicate register that will enable remote service without loss of anti-circumvention / tampering detection since the Control / Interface Module will continue with this function even when the Sample Head is disconnected.

- **Loss of Power Monitoring**: When there is a loss of power to the Control Module, monitoring functions cease with existing Ignition Interlock technology. The WR3 will introduce low power control and continuous monitoring with loss of primary power. This means that the WR3 will continue to detect vehicle activity, movement or attempts at tampering even while the vehicle battery has been disconnected or power has otherwise been interrupted. This is a significant achievement and enhancement of anti-circumvention detection capability.

- **Continuous Monitoring**: Many Participants of Ignition Interlock Programs drive both personal and commercial or work related vehicles. These individuals often engage in two Programs – one for the personal vehicle and one for the commercial vehicle. While this provides the opportunity for the individual to maintain a livelihood, it limits the ability to monitor the activity of the individual from one program to another. With the WR3 dual event logging, a single Sample Head can be taken with the client from one vehicle to another and the event logging will be continuous for that individual. It also presents an opportunity for more than one person to use the same commercial vehicle in the case of bus drivers, taxi drivers or commercial rigs.

- **Compact Design**: The WR3 will present a more compact design than previously available for this level of technology. The Control Module will be mounted under the dash or on the sidewall or fire wall and a remote interface connection will be presented under the dash or on the side of the centre console into which the Sample Head will plug. Only the small Sample Head is visible in the vehicle compartment and it may be easily disconnected for removal and safekeeping when parking the vehicle.

- **Graphic Display**: The WR3 will introduce a graphic LCD display for multi-lingual function, enhanced messaging and help menu. This technology while commonplace in mobile phones has not been available for other consumer products until this year.

- **Dual Button Function**: The WR3 will add two soft touch buttons to the face panel of the Sample Head to enable certain functions that were available through the Control Module in the past. These functions might include user id, emergency override codes, access to help menu, change of language and other features. This coupled with the graphic display will present a much more interactive and user-friendly device.

- **Enhanced Anti-circumvention**: The WR3 will feature additional sensing technology in the Sample Head to detect attempts at bypass or provision of bogus breath samples. These features will continue to advance the WR series of Ignition Interlock Devices well beyond any other devices capabilities in the area of anti-circumvention detection and monitoring.

- **Advanced Hum Tone Detection**: The WR3 series will advance the already proven technology of Hum Tone detection as used on the WR2 series. The WR3 will be more discriminating in its ability to detect bogus breath samples while, at the same time, easier to use.

- **Flexible Lock Out Timer**: Following a positive BAC result in the fail region, an Ignition Interlock Device will typically provide a fixed time period for lock out before another breath test may be attempted. The WR3 will present a methodology to instruct the Participant as to how long it may be before the BAC level will be in the pass zone; thereby limiting the number of unnecessary fail tests or game playing.

- **Developmental Platform**: The WR3 when introduced will offer a number of new and enhanced features and functions. Not all of the above noted features will be operable when the WR3 is first introduced. Some will require prolonged test trials to refine the methodology. Others will require field experience before they can be introduced as program conditions. The WR3 has been designed to be a platform for product innovation and will enable the development of many new features and functions.

A visual depiction of the WR3 is included in a product brochure, attached as **Appendix 9** to this SQSO.

5.1.7 QUALITY CONTROL AND ASSURANCE:

The Contractor must demonstrate the ability to establish service centers and employ personnel according to the following guidelines:

a. Quality Control and Assurance is a main component in the statewide services process and the Contractor must provide a plan that will outline all elements identified in this ITN. A detailed breakdown of the various functions to be covered in the Quality Control and Assurance Program must be addressed. The final Quality Control and Assurance Program will include all the elements of the ITN and must be approved by the Department.

ACS will provide a Quality Control and Assurance plan, addressing all elements identified in this ITN and including a detailed breakdown of the various functions to be covered. A Quality Control and Assurance Plan summary is attached as **Appendix 10** to this SQSO. It is acknowledged that the final Quality Control and Assurance Program will include all the elements of the ITN and must be approved by the Department.

5.1.8 INDIGENT GUIDELINES:

Per Section 316.1937(2)(d), if the court imposes the use of an ignition interlock device, the court shall: "Determine the person's ability to pay for installation of the device if the person claims inability to pay. If the court determines that the person is unable to pay for installation for the device, the court may order that any portion of a fine paid by the person for a violation of s. 316.193 shall be allocated to defray the costs of installing the device." Therefore, the Contractor must allow for the participation of these offenders.

If indigent services expand due to legislative action that results in changes in cost to the Contractor, the Department and Contractor shall negotiate an adjusted fee increase to offset the cost.

ACS will allow for participation in the IID Program by offenders in circumstances involving a determination by the court that the offender is unable to pay for installation of the interlock device and an order by the court that a portion of a fine paid by the offender for a violation of s. 316.193 be allocated to defray the costs of installing the device. In such cases, ACS will look to the court rather than to the Participant for the installation fee or portion thereof covered by the applicable court order.

It is understood and agreed that if indigent services expand due to legislative action that results in changes in cost to the Contractor, the Department and Contractor shall negotiate an adjusted fee increase to offset the cost.

5.1.9 PROJECT MANAGEMENT AND OPERATIONS:

a. *The Contractor will appoint a full-time project manager and appropriate staff residing in the State of Florida for the duration of the contract term, and the term of any renewal and/or extension.*

ACS will appoint a full-time project manager and appropriate staff residing in the State of Florida for the duration of the contract term, and the term of any renewal and/or extension.

The project manager's responsibilities are described as follows in addition to the requirements listed in Sections 3.32, Status Reporting; 5.1.6, Reporting; 5.1.7, Quality Control and Assurance; and 5.1.10, Training:

1. *Contractor personnel assigned to the Contract shall work the same days State employees work, and take the same holidays as State employees. Any benefits due Contractor personnel because they worked on a holiday that the Contractor recognizes but the State does not recognize are the responsibility of the Contractor. The Contractor will designate an "on-call" person to monitor the program in the absence of the Project Manager.*

2. *Contractor personnel assigned to the Contract must be available eight (8) hours each day, Monday through Friday, excluding state holiday. Contractor shall work with the State regarding scheduling of vacation time for contracted employees and shall make all reasonable efforts to comply with the State's requirements.*

3. *Contractor's project manager is responsible for quality control, reports and statistics, updates to all required documentation, and field service reporting and repairs.*

4. *Contractor's project manager must monitor reporting daily to verify that all data was transmitted from the previous day and if not received, must contact service centers for a backup of the data for immediate downloading. Should there be communication or*

software problems preventing the data transfer, the project manager must resolve the problems immediately.

5. *Contractor's project manager shall be required to meet on a weekly basis with follow up documentation as described in Section 3.33, Status Reporting, during the installation phase of the project. The project manager shall be required to attend monthly meetings in the Neil Kirkman Building in Tallahassee, Florida, for the duration of the Contract.*

ACS will ensure full compliance at all times with all requirements of the Department in this ITN relating to the project manager's responsibilities.

b. *Principal period of operation for service centers shall be at least nine (9) working hours per day, from 8:00 a.m. to 5:00 p.m., Monday through Friday. At the discretion of the State, the principal period of maintenance may be changed for a service center by attaching an amendment that states the alternative hours of operation for that site.*

ACS will ensure that the principal period of operation for service centers will be at least nine (9) working hours per day, from 8:00 a.m. to 5:00 p.m., Monday through Friday. Notwithstanding the foregoing it is understood that at the discretion of the State, the principal period of operation may be changed for a service center by attaching an amendment that states the alternative hours of operation for that site.

c. *The Contractor shall provide adequate staff and stock necessary levels of spare parts to provide maintenance per the requirements, terms, and conditions of the Contract.*

ACS will at all times provide adequate staff and stock necessary levels of spare parts to provide maintenance per the requirements, terms, and conditions of the Contract.

d. *Only parts approved by the original equipment manufacturer for the specific device being serviced shall be used when replacement parts are required.*

ACS will ensure that only parts approved by the original equipment manufacturer for the specific device being serviced will be used when replacement parts are required.

e. *All personnel performing maintenance on the ignition interlock devices as well as laptops and printers must be trained to service the equipment covered by this Contract. Training shall be completed before the individual is assigned to service the equipment covered by this Contract. Training shall be provided to whatever level is necessary to ensure the individual has the requisite qualifications to perform satisfactory maintenance service.*

ACS will ensure that all personnel performing maintenance on the ignition interlock devices as well as laptops and printers will be trained to service the equipment covered by this Contract. Training will be completed before the individual is assigned to service the equipment covered by this Contract. Training will be provided to whatever level is necessary to ensure the individual has the requisite qualifications to perform satisfactory maintenance service.

f. The Contractor shall identify all key personnel who shall be providing maintenance for the Ignition Interlock Device Program, furnish the State with a means of identifying these personnel, furnish the State with credentials on these personnel and notify the State at least thirty (30) days in advance of any reductions in staffing levels of key personnel at any local or district office serving the State.

ACS will identify all key personnel who will be providing maintenance for the Ignition Interlock Device Program, furnish the State with a means of identifying these personnel, furnish the State with credentials on these personnel and notify the State at least thirty (30) days in advance of any reductions in staffing levels of key personnel at any local or district office serving the State.

g. The Contractor shall provide both a criminal records check and a driver's license record check of all contractor and subcontractors personnel assigned to work on this project. The Contractor must agree the Contractor's and subcontractors' employees, working on any phase of the design, maintenance, or operation of the IID System, may be subject to agency security clearance or other security requirements imposed by the State. The Contractor must obtain a background investigation on all Contractor and subcontractor personnel assigned to this project with the Florida Department of Law Enforcement and the Federal Bureau of Investigations, and certify the results to the Department, prior to allowing the personnel in question to work on the project, Contract or subcontract. The Department reserves the right to reject for use on this project, any employee of the Contractor, or any employee of any sub-contractor, who has a criminal conviction.

ACS will provide both a criminal records check and a driver's license record check of all contractor and, if applicable, subcontractor personnel assigned to work on this project.

ACS agrees the Contractor's and, if applicable, subcontractors' employees, working on any phase of the design, maintenance, or operation of the IID System, may be subject to agency security clearance or other security requirements imposed by the State.

ACS will obtain a background investigation on all Contractor and, if applicable, subcontractor personnel assigned to this project with the Florida Department of Law Enforcement and the Federal Bureau of Investigations, and certify the results to the Department, prior to allowing the personnel in question to work on the project, Contract or subcontract.

It is understood and agreed that the Department reserves the right to reject for use on this project, any employee of the Contractor or, if applicable, any employee of any sub-contractor, who has a criminal conviction.

h. The Contractor shall: (a) maintain the Software to operate in a manner as described in the Contractor's proposal, the ITN and relevant Software documentation; (b) supply technical bulletins and updated user guides from time to time; (c) correct or replace the Software and/or remedy any programming error, which is attributed the Contractor; and (d) service the Software in a professional manner with qualified personnel. If the Contractor provides a software update, Software documentation must be provided upon delivery of updated Software releases. The Contractor will insure that the updated software release is compatible with the application software originally installed by the Contractor and accepted by the State.

ACS will: (a) maintain the Software to operate in a manner as described in its proposal, the ITN and relevant Software documentation; (b) supply technical bulletins and updated user guides from time to time; (c) correct or replace the Software and/or remedy any programming error, which is attributed the Contractor; and (d) service the Software in a professional manner with qualified personnel.

It is understood and agreed that if the Contractor provides a software update, Software documentation must be provided upon delivery of updated Software releases. ACS will ensure that the updated software release is compatible with the application software originally installed by the Contractor and accepted by the State.

5.1.10 TRAINING:

Contractor will demonstrate the ability to provide efficient and effective service to the participants of the program according to the following guidelines:

a. *Service center technicians shall be trained by the Contractor to install, remove and service the approved ignition interlock, and access its data. The Department shall determine all threshold settings for the IID and computer screens, and at no time shall screens or data be changed or manipulated without prior written consent from the Department.*

ACS will comply with the Department's requirement that service center technicians be trained by the Contractor to install, remove and service the approved ignition interlock, and access its data. It is understood and agreed that the Department will determine all threshold settings for the IID and computer screens, and at no time will screens or data be changed or manipulated without prior written consent from the Department.

b. *Contractor shall develop an orientation to the ignition interlock device for participants and any family members or friends who will operate the vehicle.*

ACS will develop an orientation to the ignition interlock device for participants and any family members or friends who will operate the vehicle.

c. *Contractor shall train participants and their family members or friends who will operate the vehicle.*

ACS will arrange to provide training for participants and their family members or friends who will operate the vehicle.

d. *Contractor shall develop a training program for Department staff and judges for orientation and management of the ignition interlock program. The training must include system hardware and software components. There will be a minimum of eight training sessions statewide during the first year and a minimum of four training sessions statewide each year thereafter for the duration of the contract.*

ACS will develop a training program for Department staff and judges for orientation and management of the ignition interlock program. The training will include system hardware and software components. It is acknowledged that there will be a minimum of eight training sessions statewide during the first year and a minimum of four training sessions statewide each year thereafter for the duration of the contract.

e. *Qualified and experienced instructors must lead all training courses. Instructors shall be thoroughly familiar with topics appropriate to the operation and maintenance of the ignition interlock device program. Local sales and/or maintenance personnel are not considered appropriate for this task.*

ACS will ensure that qualified and experienced instructors lead all training courses. Instructors will be thoroughly familiar with topics appropriate to the operation and maintenance of the ignition interlock device program. It is understood and agreed that local sales and/or maintenance personnel are not considered appropriate for this task.

f. *The Department reserves the right to make audio and video recordings of any and all training sessions for later use by the DDL training system users. The Contractor shall cooperate with the Department to make these recordings.*

It is acknowledged that the Department reserves the right to make audio and video recordings of any and all training sessions for later use by the DDL training system users. ACS will cooperate with the Department to make these recordings.

g. *A reference and problem-solving guide shall be developed by Contractor and given to participants at the time of installation. The guide shall include information on the location of service centers, servicing procedures, emergency procedures, and how the device detects non-compliance. In addition, the guide shall include the type of vehicle malfunctions or repairs that might affect the ignition interlock device and what to do when such repairs are necessary. The guide must be provided in both English and Spanish translation.*

A reference and problem-solving guide will be developed by ACS and given to participants at the time of installation. The guide will include information on the location of service centers, servicing procedures, emergency procedures, and how the device detects non-compliance. In addition, the guide will include the type of vehicle malfunctions or repairs that might affect the ignition interlock device and what to do when such repairs are necessary. The guide will be available in both English and Spanish translation.

5.1.11 TECHNOLOGY REFRESH:

Each laptop computer and printer originally furnished on July 14, 2003, shall be replaced by the Contractor within six (6) months of July 14, 2008.

The Contractor shall affix to each laptop computer and printer an easily visible and legible property label, identifying the device, and the original date of delivery. This label shall remain throughout the use of the device in the System, including any service removals of the device.

Cost of the technology refresh must be included in the primary fee pricing.

ACS will replace each laptop computer and printer originally furnished on July 14, 2003 within six (6) months of July 14, 2008.

ACS will affix to each laptop computer and printer an easily visible and legible property label, identifying the device, and the original date of delivery. It is understood and agreed that this label shall remain throughout the use of the device in the System, including any service removals of the device.

ACS acknowledges that the cost of the technology refresh will be included in the primary fee pricing.

5 CUSTOMER REFERENCES

6.8.5 CUSTOMER REFERENCES:

The State is interested in the Contractor's performance and responsibility as a service/product provider. Provide a statement certifying that the respondent has successfully operated an IID Program and that the IID manufacturer has manufactured an ignition interlock device that has been used in an IID Program, both continuously for a period of five (5) years. For those who have been in manufacturing and/or operation less than five (5) years, documentation must be submitted as to why and how the firm will be successful if awarded this contract. Include three (3) references of customers to whom the Respondent has provided IID products and/or services. Respondent must provide customer's name, point of contact, telephone number, Contract beginning and ending dates, and an explanation as to the relevance or similarity to this project. Adverse or unverifiable reference may cause the proposal to be rejected by the State. Also, the Respondent must list their work experience for the past five (5) years.

ACS hereby certifies that it is an IID manufacturer, and that ACS itself has manufactured an ignition interlock device that has been used in an IID Program continuously for a period in excess of five (5) years. ACS further certifies that, through its interlock division as well as various affiliates, ACS has successfully operated an IID Program continuously for a period in excess of five (5) years.

Customers to whom ACS has provided IID products and/or services include:

1. Customer: Driver Control Board,
Ministry of Transportation,
Alberta, Canada

   Point of Contact: Gary G. Boddez
Chair
Driver Control Board
Alberta Transportation
Main Floor, Twin Atria Bldg.
4999 - 98 Avenue
Edmonton, AB T6B 2X3
Canada

   Telephone: 780 427 7178

   Contract beginning: 1989

   Contract ending: Ongoing

   Relevance/similarity: Jurisdiction-wide interlock program for DUI offenders, administered by the Alberta equivalent of DMV. ACS, through its Canadian interlock division, operates under a single-source contract with the Government of Alberta and provides both products and services.

2. Customer: Société de l'assurance automobile du Québec
(Quebec Automobile Insurance Corp)
Government of Quebec
Quebec, Canada

   Point of Contact: Johanne St-Cyr
Vice-Président, Sécurité Routière

(Vice-President, Road Safety)
Société de l'assurance automobile du Québec
333 Boul. Jean-Lesage, C-4-1
Québec, QC G1K 8J6
Canada

Telephone: 418 528 3600

Contract beginning: December 1, 1997

Contract ending: Ongoing

Relevance/similarity: Jurisdiction-wide interlock program for DUI offenders, administered by the Quebec equivalent of DMV. ACS, through its Canadian interlock division, operates under a single-source contract with the Government of Quebec and provides both products and services.

3. Customer: Ministry of Transportation
Ontario, Canada

Point of Contact: Mary Anne Henderson
Manager, Driver Improvement Office
Ontario Ministry of Transportation
2680 Keele Street
East Building
Downsview, ON M3M 3E6
Canada

Telephone: 416 235 4791

Contract beginning: December 23, 2002

Contract ending: Ongoing

Relevance/similarity: Jurisdiction-wide interlock program for DUI offenders, administered by the Ontario equivalent of DMV. ACS, through its Canadian interlock division, operates under a single-source contract with the Government of Ontario and provides both products and services.

Listing of Work Experience for the Past Five (5) Years:

Jurisdiction	Admin.	ACS Involvement	Date(s)
Alberta	DMV	ACS is sole supplier of IIDs and program services. Dedicated ACS service centers.	1989-present
Colorado	DMV	ACS affiliated service provider.	1995-present
Illinois	DMV	ACS affiliated service provider.	1995-present
Oklahoma	Court	ACS affiliated service provider.	1995-present
Wisconsin	Court	ACS affiliated service provider.	1995-present

Michigan	DMV	ACS affiliated service provider.	1996-present
Quebec	DMV	ACS is sole supplier of IIDs and program services. Subcontracted service provider. ACS is responsible for data management and reporting.	1997-present
New York	Court	ACS affiliated service provider.	1998-present
Sweden	DMV	ACS Scandinavia is sole supplier of IIDs and data management services.	1998-present
Maryland	DMV	ACS affiliated service provider.	1999-present
Delaware	DMV	ACS affiliated service provider.	2000-present
West Virginia	DMV	ACS affiliated service provider. Sole source contract.	2000-present
Saskatchewan	DMV	ACS is sole supplier of IIDs and program services. Subcontracted service provider. ACS is responsible for data management and reporting.	2001-present
Pennsylvania	DMV	ACS affiliated service provider.	2001-present
South Australia	DMV	ACS Australasia supplies IIDs and program services. Subcontracted service provider. ACS is responsible for data management.	2001-present
Yukon	DMV	ACS is sole supplier of IIDs and program services. Subcontracted service provider. ACS is responsible for data management and reporting.	2002-present
Ontario	DMV	ACS is sole supplier of IIDs and program services. Dedicated ACS service center plus subcontracted service provider. ACS is responsible for data management and reporting.	2002-present
Victoria, Australia	DMV	ACS Australasia to supply IIDs and program services. Subcontracted service provider. ACS will be responsible for data management.	New
Newfoundland	DMV	ACS chosen as sole supplier of IIDs and program services.	New
New South Wales, Australia	DMV	ACS Australasia to supply IIDs and program services. Subcontracted service provider. ACS will be responsible for data management.	New

6 CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION

6.8.7 CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION:

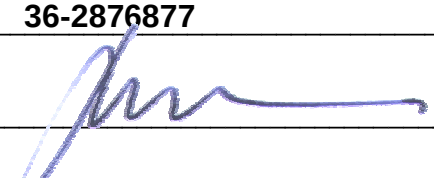
The Department of Highway Safety and Motor Vehicles wishes to encourage award of the Contract, or subcontracting of portions of the Contract to, or purchase of goods and services from, State of Florida Certified Minority Business Enterprises (CMBEs). Each Respondent must state whether or not Respondent is a CMBE, and if not, what percentage of the total Contract price will be spent with CMBE firms who will be supplying the Contractor. NOTE: Not all minority business enterprises are presently certified by the State of Florida. However, only certified minority business enterprises (CMBEs) will be considered in evaluating this portion of a Respondent's proposal. The Issuing Officer has a directory of CMBEs, which is available for review upon request. Respondents may also obtain information on CMBEs by contacting: Office of Supplier Diversity, 4050 Esplanade Way, Suite 360, Tallahassee, Florida 32399-0950, Telephone (850) 487-0915.

ACS is not a Certified Minority Business Enterprise. ACS will endeavor to purchase goods and services from CMBEs to the extent that such goods and services are available at reasonably competitive prices. At this point, however, ACS is not is not in a position to state what percentage of the total Contract price will be spent with CMBE firms.

DATED at Mississauga, Ontario this 25th day of April, 2003.

FIRM: **ALCOHOL COUNTERMEASURE SYSTEMS CORP.**

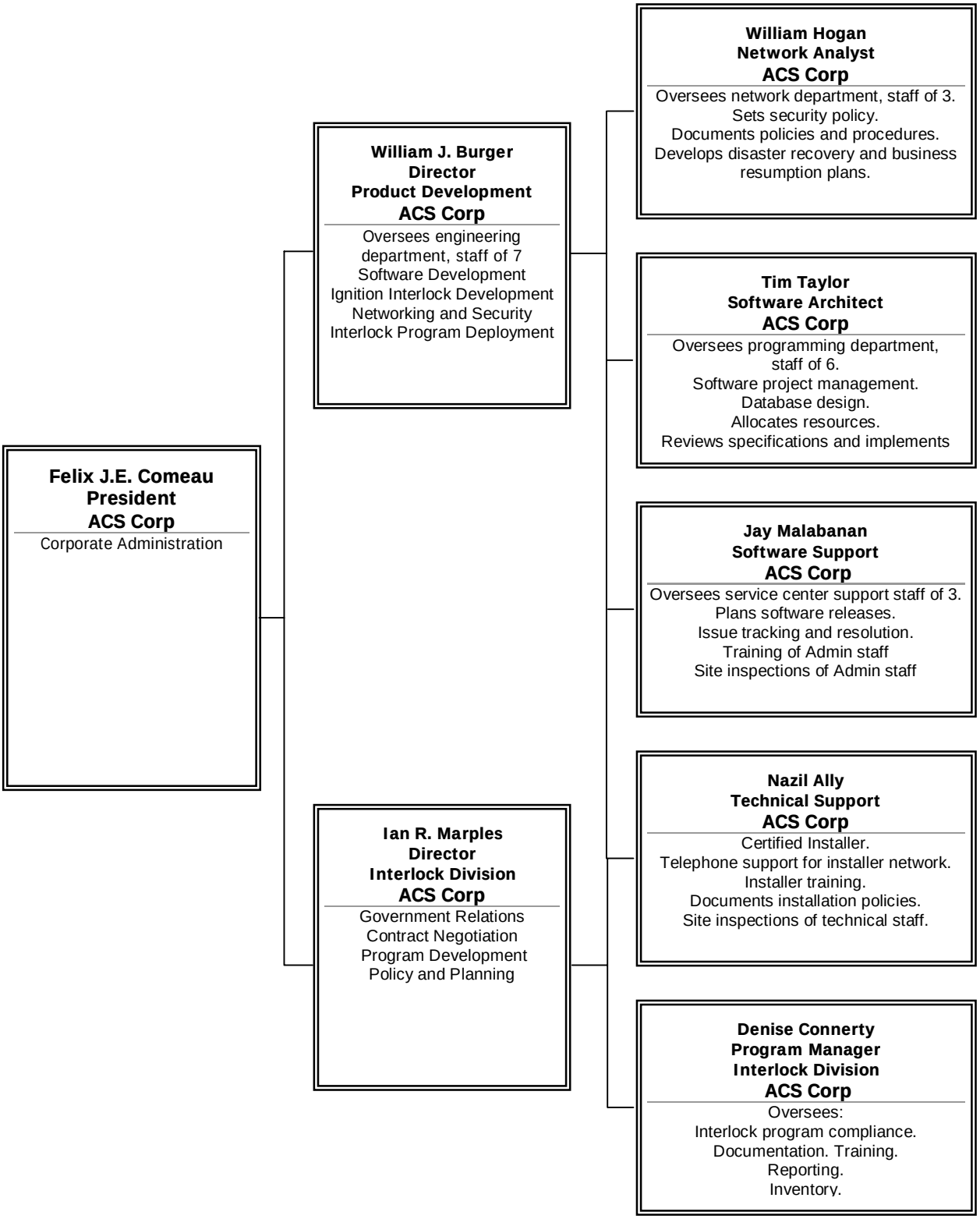
FEID NUMBER: **36-2876877**

AUTHORIZED SIGNATURE: 

TITLE: **Director, Interlock Division**

APPENDIX 1

PROJECT ORGANIZATIONAL CHART



APPENDIX 2

RESUMES

ACS professional staffs assigned to the project are as follows:

- Felix J.E. Comeau - President
- Ian R. Marples – Director - Interlock Division
- William J. Burger - Director - Product Development
- Denise L. Connerty - Program Manager - Interlock Division
- Nazil Ally - Technical Support - Interlock Division
- Jay Malabanan - Software Support - Interlock Division
- Tim Taylor - Software Architect - Interlock Division
- William Hogan - Network Analyst - Interlock Division

Felix J.E. Comeau
President

PROFESSIONAL WORK EXPERIENCE

1978 – Present Alcohol Countermeasures Systems Corp

- Duties have ranged from Research and Development to that of the Chief Executive Officer.
- Initial functions were that of a consultant in breath alcohol testing and assistance was provided in setting quality control standards for manufacturing and in evaluating new product innovations.
- General Management duties followed within the first year to encompass all operational aspects of the company including sales, marketing and manufacturing.
- The full responsibility for the direction and management of the company was attained with the position of Chief Executive Officer in 1982, including the continued requirement for product development and international marketing.
- Lead the design of a number of new breath alcohol testing products based upon the application of emerging technologies and the development of new proprietary technology for the purpose of meeting, exceeding or setting new standards for breath alcohol testing devices to be used in law enforcement, public safety, industrial safety, clinical assessment, personal and public access.
- Was instrumental in the design of the first commercially available ignition interlock to be introduced into the USA and furthered the software design that led to random rolling retest and comprehensive datalogging. Developed an electro-chemical (fuel cell) sensing interlock that has set the highest standards for anti-circumvention and use in extended temperature and harsh environmental conditions.
- Received Letters Patent on product innovations and scientific work has been published.

EDUCATION

May 1970 McMaster University

- BSc (Honours) in Biochemistry
- Successfully completed several other undergraduate and continuing education courses from other Universities and Colleges on aspects of Forensic Sciences, instrumentational techniques, biopharmaceutics, and medical pharmacology.

PATENTS

- Comeau, Felix J.E. (1996) Sobriety Interlock with Service Reminder, Canadian Patent No 1,338,451
- Comeau, Felix J.E. (1995) Apparatus for Delivering a Breath Sample to a Solid State Sensor, Canadian Patent No 1,337,463
- Comeau, Felix J.E. (1995) Sobriety Interlock with Bypass Detection, Canadian Patent No 1,334,997

PUBLICATIONS and PRESENTATIONS

- Collier, D.W., Comeau, F.J.E., and Marples, I.R. (1995). “Experience in Alberta With Highly Sophisticated Anti-Circumvention Features in a Fuel Cell Based Ignition Interlock”. In: Kloeden, C.N. and McLean, A.J (Eds.). *Alcohol, Drugs and Traffic Safety - T ’95: Proceedings of the 13th International Conference on Alcohol, Drugs and Traffic Safety - T ’95.* Pp. 673-677. Adelaide: University of Adelaide.
- Comeau, F (2000) Second Generation Interlocks Lead to Improved Program Efficiecy, Presented at the 15th International Conference on Alcohol, Drugs and Traffic Safety, T2000 Stockholm

Ian R. Marples
Director - Interlock Division

PROFESSIONAL WORK EXPERIENCE

1992 – Present — Alcohol Countermeasures Systems Corp

- Director - Interlock Division
- Policy and Planning
- Program Development
- Government Relations
- Contract Negotiation

1986 – 1992

- Employed in a corporate setting in positions combining legal, planning and marketing responsibilities

1979 – 1986

- Private law practice

EDUCATION

- B.A., 1971 — Queen's University
- LL.B., 1977 — Queen's University
- Bar of Ontario, 1979

ACCOMPLISHMENTS

- Has contributed papers on interlock technology and programs to numerous road safety conferences
- Routinely consulted by officials, stakeholder groups and other interested parties in jurisdictions contemplating the introduction of alcohol interlock programs for DUI offenders
- Called upon in 1999 to advise the Canadian Parliament's Justice Committee as part of a comprehensive review of the drinking-driving provisions of the Criminal Code
- Member of ICADTS Working Group on Alcohol Interlocks
- Contributor to Feasibility Study on Alcohol Interlock Implementation in the European Union, 2001
- Recipient of MADD Canada's Citizen of Distinction Award, 2002

William J. Burger
Director - Product Development

PROFESSIONAL WORK EXPERIENCE

1993 – Present Alcohol Countermeasures Systems Corp

- led the design of the Ignition Interlock WR2. Completed the hardware and software designs of the product; conducted in house environmental, functional and accuracy tests; and, guided the product through qualification tests at a third party test laboratory for certification.

- In 1995, began field trials for the unit in Alberta and guided engineering through additional hardware and software design changes to enhance the operation of the device. Produced the conceptual design and lead the software development of a centralized database management information system for client and program data.

- In 1997, responded to new demands for interlock program features in Quebec and lead the development of further enhancements to the operation of the device, including the ability to centrally set parameters in the device over the internet. In concert with these product improvements, developed a distributed database management information system for client and program data. In addition, lead the development of an internet based viewer to access client data.

- In 1999, began the development of the 3rd generation of ignition interlock device with additional anti-circumvention and vehicle sensing features.

- In 2001, began the development of a web based client server application for management of the client and program data from ignition interlock programs.

- Continues to oversee all scientific research and experimental development activities of ACS for new breath testing methodologies and instruments.

EDUCATION

March 1975 Devry School of Technology
- Engineering Technology Degree

Denise Connerty
Program Manager - Interlock Division

PROFESSIONAL WORK EXPERIENCE

2002 – Present — Alcohol Countermeasures Systems Corp
Interlock Division

- Administrator of the Ignition Interlock Division.
- Preparation and set-up of new jurisdictions.
- Liaison between Judicial Authorities and Program Administrators within Canada.
- Inventory management and product release for U.S., Canada, Sweden & Australian jurisdictions.
- Direction and review of invoicing for all jurisdictions.
- Administrative preparation of Research & Development compilation and reporting.

1991 – 2002 — Arctic Combustion Limited

- Executive Administrative Assistant to the President.
- Financial and accounting functions up to trial balance.
- Liaison between bank and accounting firm for monthly and year-end reporting.
- Liaison between property manager for rental agreement and property maintenance.
- Continued engineering functions carried over from former company – Moore Products.
- Managing customer projects/orders for invoicing, shipping and costing.
- Other functions include setting up service calls, customer quotation and orders, purchasing (customer and office), importing/exporting, shipping and receiving.
- Extensive use of Dictaphone for former Sales Manager.

1984 – 1991 — Moore Products Company

- Junior Design Engineer.
- Project Management and direct customer interaction for design and development of confidential process requirements, including engineering formulas and safety interlock systems.

Nazil Ally
Technical Support – Interlock Division

PROFESSIONAL WORK EXPERIENCE

2000 – Present — Alcohol Countermeasures Systems Corp
Interlock Division

- Technical Support of the Ignition Interlock Division.
- Customer Support for all jurisdictions.
- Provide technician training and performs installations of the ignition interlock hardware.
- Extensive hardware and software testing.
- Field equipment diagnostics.

1998 – 2000 — Khan Auto Repairs

- Mechanical and electrical service technician.
- Perform alarms, auto-starters and automotive audio installations.
- Removal and installation of various automotive parts.
- Troubleshooting and problem solving.
- Customer service.
- General maintenance.

EDUCATION

November 2002 — Ministry of Training
- Automotive Electronic Accessory Technician Certification

June 2000 — Sheridan College
- Electronics Engineering Technician Diploma

Jay Malabanan
Software Support - Interlock Division

PROFESSIONAL WORK EXPERIENCE

2000 – Present — Alcohol Countermeasures Systems Corp
Interlock Division

Systems Support:
- Led team to support over 200 remote Ignition Interlock service centres world wide.
- Development and Maintenance of infrastructure to support Ignition Interlock service centres including Server and Network Administration, Network Security, Disaster Recovery.
- Training Ignition Interlock Application Software Users including:
  - Providing Training Courses
  - Creation of Course Outlines and Objectives
  - Creation and/or maintenance of course materials such as User Manuals.

Quality Assurance:
- Ensured Ignition Interlock Software changes remain in accordance with specifications by creating, implementing, and maintaining functional and regression testing procedures, policies, and documentation
- Ensure consistency of service through the creation and/or maintenance of policies and procedures, including:
  - Client System Setup
  - Server Setup
  - Jurisdiction Setup
  - Requests for Software Changes
- Database Administration including Data Recovery, Resolution of Database Conflicts

Systems Development:
- Problem Analysis, Solution Architecture and Implementation
- Java Web Application Development – Java, WebSphere Studio, J2EE, JSP, Servlet, JDBC, DB2

1999 – 2000 — Alcohol Countermeasure Systems Corp
Interlock Division

- Systems support of over 50 Remote Ignition Interlock Service Centres and Local Intranet including:
  - PC (Desktop and Laptop) Software and Hardware Support running Windows NT4/9x
  - Server Administration of Windows NT4 Servers including Disaster Recovery Routines, Network Security Procedures
  - Administration of Networked Printers, User Accounts, Email Accounts
  - Setup and QA Procedures of New Systems

EDUCATION

January 2001 — Sheridan College
- Programming Diploma

April 2000 — University of Toronto
- BSc Degree – Biology Major

Tim Taylor
Software Architect - Interlock Division

PROFESSIONAL WORK EXPERIENCE

2002 – Present — Alcohol Countermeasures Systems Corp
Interlock Division

- Software Architect and Team Lead for ACS Interlock System development based around J2EE multi-tiered architectures.
- Responsibilities include requirements gathering, project planning, team lead and development ownership of system design and architecture. Technologies include Java, JSP, Servlet, JDBC, XML, Taglibs, Javascript, Websphere Application Studio, DB2, Perforce, Linux and Windows 2000 deployments.

Employment Highlights:

BP- Downstream Digital Business — Consultant Contractor
E-Retail project B2C. J2EE, Oracle

EDUCATION/EXPERIENCE

MSc in Computer Science
Higher National Diploma in Electronics.
Sun Certified Programmer for Java 2

- Java since 1996. Full life cycle development experience - server and client side in multi-tiered architectures. In-depth technical knowledge of J2EE technologies including EJB 1.1, JDBC 2.1, Servlet 2.2, JSP 1.1, Applets, JavaMail and JNDI.
- Use of Design Patterns and multi-tiered application design using MVC and Use-case realisations.
- Extensive experience and knowledge of Weblogic 5.1 and 6.1 Application servers. Knowledge of other application servers incl. Websphere 3.0, Sybase Jaguar CTS 3.5, Netscape (NAS).
- Web technologies since 1996 incl. IIS, Tomcat, Apache, HTML, JavaScript, XML & XML-DTD. I have used Perl and Unix Shell in the past.
- Experience of SQL Server 7 and Oracle 8i. Studied RDBMS theory and design at MSc level.
- Experience of requirements gathering, formal analysis, and Object modelling techniques including UML/Booch and RUP. Use-case analysis.
- Development platforms include Windows 95/98/NT/2000 and UNIX (7+ years of mainly Solaris).
- Experience of developing SNMP based network management applications using C++ and Java. Cross platform (Unix and MS 95) using Rogue Wave foundation classes.
- Embedded software development experience including experience of M68000, Z80, 8051, 80186 assemblers, Hitachi Micro Controller SW. Protocol stack development: TCP/IP, Telnet, SNMP, SNAP
- Other languages extensively used are C, C++ and Pascal.
- Experience of using Booch, UML and RUP, Yourdon SA/SD and SSADM with Teamwork, EasyCase, Select Yourdon and Rational Rose.

William Hogan
Network Analyst - Interlock Division

PROFESSIONAL WORK EXPERIENCE

2002 – Present Alcohol Countermeasures Systems Corp
Interlock Division

- Perform assessment of IT infrastructure and implement recommendations; utilizing several years of experience with enterprise and commercial application service provider network and application architectures.
- Implement and maintain security policy, including security and capacity audits.
- Work with management to define and develop IT policies and procedures.
- Implement and document ongoing capacity studies, disaster recover, business resumption, issue resolution and metrics plans.
- Interface with business partners and clients on project implementations; providing solid understanding and experience with standard networking protocols, architecture and applications.

Employment Highlights:

Electronic Financial Transaction Enabler (2 years)
- Assisted in establishing and maintaining the electronic invoice presentment and payment services; including the installation, configuration and administration of commercial application servers.
- Established environment using DSL w/Cisco routers and Cisco switches, Solaris 8 on Sparc, Linux Firewall (iptables-based), WebLogic Server 5.1 and 6.0, Oracle 8i, Oracle Internet Directory, VPN (IPsec and pptpd), SSH, HTTPS (Covalent Apache), Samba, DNS (Bind) and mySAP Web Application Server on Linux.

E-commerce Document Exchange (3 years)
- Developed corporate and service provider infrastructure on Linux and Windows NT/2000 servers. Supported application service running Apache, JRun J2EE Server, IIS4/5, Microsoft SQL Server 2000, BizTalk Server.
- The company provided a central document exchange facility for common business documents such as orders, invoices, and shipping notices. Clients included major organizations in manufacturing, retail, and health care sectors.
- Responsibilities included the establishment of the network and application infrastructure as well as the development of IT policies and procedures including: capacity planning, backup scheduling, disaster recover strategy, business resumption plan, and mirroring (redundant application service) strategy. Oversaw IT/networking team of 5 and provided WBS/project plans.

EDUCATION/EXPERIENCE

- Experience with several commercial and open-source Unix environments including:
- Sun Solaris 2.6, 2.7 and Solaris 8
    - HP/UX 10
    - Several Linux distributions (Slackware, Debian, Suse and RedHat)
    - FreeBSD
    - SCO Unix
    - A/UX
- Experience with Windows operating systems - Windows 3.11, NT 3.51 NT 4, 95, 98, 98SE, Millennium, 2000 Professional, 2000 Advanced Server, XP Professional.

APPENDIX 3

EXPERIENCE AND QUALIFICATIONS

Alcohol Countermeasure Systems Corp (ACS) is pleased to present its experience and qualifications in the provision of ignition interlock program services, addressing each of the following areas:

(a) experience in implementing similar services in other jurisdictions, indicating participation rates, whether program is government-run, court ordered, etc., and other relevant information;

(b) qualifications and experience of Employees for implementation and oversight of ignition interlock programs;

(c) knowledge, skills and expertise in the following areas:

- customer satisfaction;
- supply, installation, inspection, servicing and calibration of Ignition Interlock Devices;
- provision of information and training to Program Participants;
- downloading of Data from Ignition Interlock Devices and the storage and transmission of such Data;
- provision of reports to governmental authorities;
- participation in public education with respect to Ignition Interlock programs, including the preparation and distribution of public information;
- training and certification; and
- other related ancillary services.

(a) Experience In Implementing Similar Services In Other Jurisdictions

1.1 Alcohol Countermeasure Systems Corp

ACS began as a division of Borg Warner Corporation Research Laboratories in Des Plaines, Illinois for the purpose of developing alcohol sensing and control technology for a device designed to prevent a driver from starting a vehicle after consumption of alcohol above a minimum threshold level.

By the mid-1970s the basics of interlock technology had been successfully developed and demonstrated. However, implementation was forestalled due to prevailing attitudes at the time toward enforcement, adjudication and intervention into the problem of drinking drivers. Meanwhile ACS was incorporated in 1976 for the purpose of applying the alcohol sensing technology developed for interlocks in the emerging fields of law enforcement and public access breath alcohol testing, and went on to develop breath alcohol systems for a variety of applications in the international marketplace.

The next decade saw a significant shift in public opinion regarding drinking drivers, and this prompted ACS to begin redevelopment of the interlock technology. In 1985, ACS introduced the first commercial application of interlock technology in devices to control the behavior of convicted impaired drivers upon re-instatement of driving privileges following a period of license suspension. These first generation interlock units served as a foundation for programs that encouraged a number of US States to pass legislation providing for the use of Ignition Interlock Devices in conjunction with probation or restricted driving privileges for DWI offenders.

In 1989, ACS introduced a second generation Ignition Interlock Device (WR1 series) with increased program monitoring through the use of data logging and mandatory retest requirements. These features diminished the opportunities for cheating, and permitted jurisdictions to review statistical data on the compliance with program conditions.

In 1992, ACS began the development of the third generation interlock (WR2 series) with the first use of alcohol specific breath testing technology, accuracy and durability over an extended range of ambient conditions, and extensive anti-circumvention features.

The Ignition Interlock model WR2 underwent qualification testing in late 1993 and, following a period of field-testing, was introduced into service in Alberta in May of 1994. Currently, over 6,000 WR2 units are in service in Alberta, Quebec, Saskatchewan, and the Yukon in Canada; in Missouri, Nevada, New Mexico, Pennsylvania, South Dakota, Texas in the U.S.A.; in Sweden and Australia, internationally. The WR2 is the only Ignition Interlock device available today that meets all prescribed standards for interlocks worldwide.

ACS continues to be the world leader in interlock technology, with an ongoing research and development program and expanded use of the Ignition Interlock model WR2 in international programs.

1.2 **ACS – Interlock Division**

ACS Interlock is the world leader in interlock technology and program management. In numerous jurisdictions, ACS has been instrumental in assisting administering authorities to develop parameters for interlock programs that are tailored to their own needs and circumstances.

Given the depth of its experience, its understanding of the needs of administering authorities gained from this experience, and the resources at its disposal, ACS Interlock is uniquely positioned to provide assurances that its delivery of program services within the context of Florida's proposed interlock program may be organized, structurally and operationally, so as to minimize the need for intervention by the Department of Highway Safety and Motor Vehicles.

These assurances are bolstered by a number of factors, all of which serve to enhance ACS' credibility in this regard and underscore its ability to deliver on the commitments made herein:

- ACS and its affiliates represent a vertically integrated organization involved in all phases of Ignition Interlock technology and the delivery of interlock program services. From research and development, to manufacturing of interlock devices, to program services such as installation, training, monitoring, servicing, and reporting, to the development of specialized data management software for administering authorities, ACS operations are fully autonomous and self-reliant;

- ACS Interlock Division's total resources are focused on a single endeavor. Ignition Interlock technology and program services are ACS Interlock's only business and, as such, we are dedicated to remaining at the forefront of developments in this evolving field;

- ACS is committed to providing the highest levels of training, experience and quality control in the business. To the extent that the present proposal involves the use of subcontracted services at the installation center level, these will be rigorously supervised and controlled by ACS technical and management personnel specifically assigned to such duties.

- ACS Interlock's own service delivery standards include policies, procedures and guidelines designed to ensure uniformity of program services at every point of delivery

- ACS' InterTrack™ management information system represents another level of centralized control and supervision over the delivery of program services. This sophisticated software program is designed with "built-in" checks to prevent errors or omissions in procedures or the sequencing of events in connection with the delivery of program services.

1.3.1 **Alberta Interlock Program**

In 1988, ACS was approached by the Alberta Government to work with the Department of the Solicitor General to develop Ignition Interlock Program standards and specifications in order to bring forward a

promising new initiative for road traffic safety. Having studied the pilot programs that had been instituted in the USA, the Chairman of the Driver Control Board was not satisfied with the present state of program design or of equipment function. Following this consultative period, the Alberta Government contracted with the Electronics Test Center to draft a first Qualification Test Specification for Breath Alcohol Ignition Interlock Devices that was released December 16, 1988. The thrust of this specification was directed toward increased program monitoring through the use of data logging and mandatory retest requirements.

ACS developed the WR1 series of Ignition Interlock Device to meet this challenge and after meeting the Qualification Tests, the WR1 was approved for use in the Province of Alberta and ACS - Interlock Division was selected as the exclusive Service Provider for the pilot project. The Government had made appropriate changes to the Highway Traffic Act to introduce an administrative program in which Participants would apply for a reduction in the suspension period while joining an the Ignition Interlock Program for the balance of the period. For the next four years, the Driver Control Board closely monitored the success of the Program and the limitations of the interlock technology.

Once again, the Alberta Government contacted with the Electronics Test Center to draft a second Qualification Test Specification for Breath Alcohol Ignition Interlock Devices that was released in October 1992 (Alberta Standard). The challenge of this specification was to design an Ignition Interlock Device with alcohol specific technology that would work over an extended temperature range while maintaining evidential limits of accuracy. In addition, the specification required a significantly heightened degree of anti-circumvention techniques, with enhanced data logging and information management and reporting.

ACS developed the WR2 series of Ignition Interlock Device to meet this new challenge and after meeting the Qualification Tests in the fall of 1993, the WR2 was approved for use in the Province of Alberta and ACS – Interlock Division's contract as the exclusive Service Provider was renewed. In addition, the Alberta Interlock Program was made permanent and expanded to include all offenders.

Since that time, ACS has continued to innovate new features and functions for the WR2 with particular focus on the commercial users with heavy vehicles that comprise a significant portion of the participants. As well, ACS has expanded the capabilities of its data management system for client management and program review. ACS – Interlock Division remains as the sole Service Provider for the Alberta Interlock Program and the WR2 as the only device to have met the Alberta Standard.

The active number of Participants remains over 900 currently and ACS manages three Service Centers in the Province.

1.3.2 **Quebec Interlock Program**

In early 1997, after a period of investigation and a Request for Information concerning Ignition Interlock Devices and Programs, the Société d'assurance automobile du Québec (SAAQ) issued an RFP for the administration and supply of an alcohol ignition interlock service in the Province of Québec. ACS – Interlock Division was awarded the contract as an exclusive Service Provider and the WR2 was approved as the Ignition Interlock Device to be used in the Québec Interlock Program.

The proposal called for Province wide coverage and ACS responded with a service delivery plan that presented 22 Service Centers throughout the Province. The SAAQ also called for the increased use of data management and reporting. ACS responded with a new InterTrack™ system for enhanced management of the clients and collection of the program data; and, InterView™, an on line internet based method of reviewing client performance on the Ignition Interlock Program. The SAAQ expressed concern over the potential for emergencies amongst Program Participants while at the same time awareness that any measure might lead to abuse. ACS responded with the Emergency Override technology in which the participant must enter a special code to enter this condition, and the WR2 engages an alarm horn and flashing lights to regulate the use of the vehicle and to warn other motorists of potential danger. The Emergency Override feature is set for one time use, since the WR2 will enter an Immediate Recall mode and the Participant will have to report to the Service Center with the vehicle within 5 days.

ACS contracted with Lebeau Vitres d'Autos to provide the 22 Service Centers throughout Québec and the technical staff to provide installation, training, service and de-installation of the Ignition Interlock Devices for the Québec Interlock Program. The remainder of the Lebeau and Duro centers were used to promote the Québec Interlock Program through the dissemination of pamphlets and other information to the public.

The unique combination of Lebeau's retail presence in the automotive aftermarket and technical skills in automotive electronics coupled with ACS - Interlock Division's proven skills in Ignition Interlock Program administration, management and technology provided the basis for mastering the challenge that was presented by the SAAQ in meeting the objectives of the Québec Interlock Program.

The Québec Interlock Program start up was dramatic and the number of Program Participants quickly exceeded 3,000 in number, a growth rate far in excess of any contemporaneous Ignition Interlock Program. ACS – Interlock Division remains as the exclusive Service Provider for the Québec Interlock Program since the December 1997 start up date. Persons coming on the program are afforded a reduction in license suspension and the SAAQ administers the program.

1.3.3 **Saskatchewan Interlock Program**

In 2001, ACS – Interlock Division entered into discussions with the Saskatchewan Government relating to the establishment of an Ignition Interlock Program in the Province to be administered by Saskatchewan Government Insurance (SGI) and offered to drinking driving offenders as a condition of early re-instatement of license suspension. The Saskatchewan Government adopted the Alberta Standard for Ignition Interlock Devices and the WR2 was approved as an Ignition Interlock Device for use in the Saskatchewan Interlock Program. ACS was selected as the Service Provider and set up operations in three cities in conjunction with CAA Saskatchewan in their Car Care Plus centers. The program started on November 7, 2001 and presently 300 Participants are actively enrolled with a growth rate of 10-15 new clients per week.

The choice of the Alberta Standard in consideration of the program challenges and climatic conditions of Saskatchewan has been well affirmed by the positive results of the WR2. ACS' InterTrack™ and InterView™ information management systems provide the basis for monitoring the performance of the Participants on the program by the SGI.

1.3.4 **Yukon Interlock Program**

In 2001, ACS – Interlock Division entered into discussions with the Yukon Government relating to the establishment of an Ignition Interlock Program in the Territory to be administered by the Driver Control Board and offered to drinking driving offenders as a condition of early re-instatement of license suspension. The Yukon Government adopted the Alberta Standard for Ignition Interlock Devices and the WR2 was approved as an Ignition Interlock Device for use in the Yukon Interlock Program. ACS was selected as the Service Provider and set up operations in Whitehorse. The program started on October, 2002..

1.3.5 **Ontario Interlock Program**

In 2002, ACS – Interlock Division responded to a Request for Proposal issued by the Ministry of Transportation (MTO) in May, 2002 for the establishment of an Ignition Interlock Program in the Province to be administered by MTO and mandated for drinking driving offenders as a condition of license re-instatement following mandatory license suspension. The WR2 was approved as an Ignition Interlock Device for use in the Ontario Ignition Interlock Program and ACS was selected as the sole Service Provider pursuant to a five-year contract for Province wide coverage. The program started on December 23, 2002.ipants are actively enrolled with a growth rate of 10-15 new clients per week.

1.4 **USA Interlock Programs**

National Interlock Systems, Inc ("National") is an affiliated corporation, directly linked to Guardian through common ownership. It was formed in 1995 to be the leading Ignition Interlock Service Provider in the USA and presently operates in more jurisdictions than any other Service Provider. Given as follows is a brief description of each program being operated by National.

1.4.1 **Oklahoma**

National Interlock Service (OK) Ltd ("NIS OK") was formed in 1995 as a subsidiary of National to deliver dedicated Ignition Interlock program service in the State of Oklahoma. Service in Oklahoma commenced on July 18, 1995 and to date, this program has served over 3750 individuals.

The State of Oklahoma began with a judicially administered Ignition Interlock program similar to that in a number of other states. Effective July 1, 1995, Ignition Interlock was required for all alcohol offenders seeking a modification to their revocation in order to obtain a limited driving privilege (to / from work, school, medical facilities, etc.). In addition, all repeat offenders were required to participate in an interlock program before becoming fully re-licensed. Currently, NIS OK has four service locations and provides services to 430 clients of a total of 1,100 interlock program participants active in the State. There are four other Service Providers as competitors.

1.4.2 **Colorado**

National Interlock Service (CO) Ltd ("NIS CO") was formed in 1995 as a subsidiary of National to deliver dedicated Ignition Interlock program service in the State of Colorado and has been instrumental in assisting the State of Colorado in "experimenting" with Ignition Interlock devices on a limited trial basis. NIS CO was selected as a prime contractor to provide interlock devices and manage Colorado's pilot program. In 2000, Colorado enacted legislation mandating the use of Ignition Interlocks by all repeat offenders after a one-year hard revocation period. Over 2000 clients have been served in this program. Currently, NIS CO has five service locations that are supported by mobile units for several secondary cities, and provides services to 975 clients of a total of 1,500 interlock programs participants active in the State. There is one other Service Provider as a competitor.

1.4.3 **Illinois**

National Interlock Service (IL) Ltd ("NIS IL") was formed in 1995 as a subsidiary of National to replace a previous Service Provider and to improve service delivery and Ignition Interlock program management through a dedicated service network in the State of Illinois. Illinois offers a tightly controlled pilot program with a limited number of participants being serviced by four competitors in assigned geographic regions of the State. It is an administrative program run by the Secretary of State and is offered to multiple DUI offenders only. NIS IL has two territories representing approximately twenty five percent of the population and has served over 850 clients to date. Currently NIS IL has three service locations and provides services to 200 clients of a total of 1,000 interlock program participants active in the State. There are three other Service Providers as competitors.

This program is scheduled to become permanent and to be expanded, with likely changes to occur in late 2002. Legislative changes will require the use of interlocks for all repeat offenders as part of the re-licensing process and will require that all Service Providers provide statewide service. National has identified and is ready to establish a network of 14 service locations under the new rules.

1.4.4 **Michigan**

National Interlock Service (MI) Ltd ("NIS MI") was formed in 1996 as a subsidiary of National to replace a previous Service Provider and to improve service delivery and Ignition Interlock program management through a dedicated service network in the State of Michigan. For many years the interlock program was offered on a discretionary basis; however, in the fall of 1998 Michigan enacted new legislation that made

interlock mandatory for all repeat offenders prior to being re-licensed and converted the program from judicial to administrative in nature. This new law became effective in October 1999 and National was the only Service Provider able to meet the implementation date. A Statewide service network was established within 50 miles of every Michigan resident utilizing 25 service locations supported by a mobile unit to service the rural cities in the Upper Peninsula. National reports activity to the State on an exception basis identifying those clients warranting review by the administering authorities. Over 4500 clients have been served and currently, NIS MI provides services to 2,100 clients of a total of 4,000 interlock program participants active in the State. There are three other Service Providers as competitors.

1.4.5 **Wisconsin**

National Interlock Service (WI) Ltd ("NIS WI") was formed in 1995 as a subsidiary of National to replace a previous Service Provider and to improve service delivery and Ignition Interlock program management through a dedicated service network in the State of Wisconsin. Service in Wisconsin commenced in January 1996 and to date, this program has served over 2300 individuals.

Wisconsin offers a judicial program that is used at the discretion of the courts for multiple DUI offenders desiring to obtain an occupational driving privilege. New legislation will become effective later in 2002 that will mandate interlocks for all repeat offenders. Currently, NIS WI has three service locations supported by mobile units to service the outlying regions of the State and provides services to 700 clients of a total of 900 interlock program participants active in the State. There is one other Service Provider as a competitor.

1.4.6 **New York**

National Interlock Service (NY) Ltd ("NIS NY") was formed in 1998 as a subsidiary of National to replace a previous Service Provider and to improve service delivery and Ignition Interlock program management through a dedicated service network in the State of New York, primarily on Long Island. The program is judicial as is used at the discretion of the courts for multiple DUI offenders seeking an occupational driving privilege. Service commenced in August 1998 and to date over 825 participants have been served. Currently, NIS NY has six service locations and provides services to 375 clients of a total of 500 interlock program participants active in the State.

1.4.7 **Maryland**

National Interlock Service (MD) Ltd ("NIS MD") was formed in 1999 as a subsidiary of National to deliver dedicated Ignition Interlock program services in the State of Maryland. Operations commenced in March 1999 and to date, over 1850 clients have been served. The program in Maryland is primarily administrative with offenders being referred to interlock Service Providers upon license reinstatement. The courts also refer a small population of clients as a condition of probation. Legislation was passed in 2002, to become effective in September, mandating interlocks for all repeat offenders as a condition of license re-instatement. Currently, NIS MD has eight service locations and provides services to 1,025 clients of a total of 3,400 interlock program participants active in the State. There are two other Service Providers as competitors.

1.4.8 **West Virginia**

National Interlock Service (WV) Ltd ("NIS WV") was established in 2000 as a subsidiary of National to replace a previous Service Provider and to improve service delivery and Ignition Interlock program management through a dedicated service network in the State of West Virginia. NIS WV was chosen to become the exclusive interlock Service Provider within the State and to convert approximately 500 active clients from the previous Service Provider over a 6-week period. The program is administrative and voluntary. DUI offenders are offered an early re-instatement of driving privilege with an interlock restriction after serving a minimum mandatory revocation period. To date, over 1,025 clients have been served in this program. Currently, NIS WV has four service locations and provides services to 450 clients who are active interlock program participants in the State.

1.4.9 **Delaware**

National Interlock Service (DE) Ltd ("NIS DE") was formed in 2000 as a subsidiary of National to purchase the operations of Ignition Interlock of Delaware and to expand the service delivery and Ignition Interlock program management through a dedicated service network within the State of Delaware. The Ignition Interlock program is provided through the Department of Motor Vehicles - Driver Improvement Division and is required as part of re-licensing after the driver serves a one-year hard revocation period. Over 375 clients have been served in this program. Currently, NIS DE has two service locations and provides services to 100 clients of a total of 125 interlock program participants active in the State. There is one other Service Provider as a competitor.

1.4.10 **Pennsylvania**

National Interlock Service (PA) Ltd ("NIS PA") was established in late 2001 as a subsidiary of National to deliver dedicated Ignition Interlock program services in the State of Pennsylvania. The Pennsylvania interlock program is mandatory for all repeat offenders after serving a one-year hard revocation. In the short period since starting the program, over 200 clients have been served. Currently, NIS PA has 10 service locations and provides services to 200 clients of a total of 1,200 interlock program participants active in the State. There are three other Service Providers as competitors.

1.5 **Australia Interlock Program**

ACS AA -- Interlock Division was formed in 1993 in response to an interest in Ignition Interlock Programs from the State and Federal levels. ACS AA worked with officials and researchers to expand the level of knowledge in Australia through close partnership with ACS and by participating in international conferences directed toward the research into the efficacy of Ignition Interlock Programs. ACS AA tendered for Ignition Interlock Program trials in South Australia and New South Wales and was approved as an authorized Service Provider for the South Australia Interlock Scheme. ACS AA is presently working with the State of Victoria and the State of New South Wales to implement Ignition Interlock Programs under the new legislation.

ACS AA is presently providing Ignition Interlock Program services in South Australia to 80 clients of the total of 120 interlock program participants active in the State. ACS AA contracts with the Bosch Auto Electrical Service Dealerships (BASD) for the installation, training, servicing and removal of Ignition Interlock Devices in three centers in the greater Adelaide area. Transport South Australia has adopted the InterTrack™ and InterView™ information management systems of ACS for management of the participant information and data. The WR2 has clearly demonstrated its capabilities and functional integrity in this program over the competitive device that is available, particularly in commercial vehicles. This is the first interlock trial in Australia in which there has been a positive uptake by participants and a meaningful use of data to track the progress of interlock participants.

ACS AA has been selected to provide Ignition Interlock Program services in the State of Victoria with program services scheduled to commence on May 14, 2003. Once again, ACS AA is contracting with the BASD for the installation, training, servicing and removal of the Ignition Interlock Devices in three centres throughout the State. VicRoads is adopting the InterTrack™ and InterView™ information management systems of ACS for management of the participant information and data, based upon its successful implementation in the South Australia program.

ACS AA is in current discussions with the State of New South Wales to commence Ignition Interlock Program services within the coming months.

ACS AA has also been requested to provide ignition interlock services within the State of Western Australia for an administrative court diversion program for commencement within 2003.

1.6 **Sweden Interlock Program**

Alkolas i Skandinavien AB (Alkolas) is an independent company that was formed in 1990 to promote the concept of an Ignition Interlock Program as an adjunct to traffic safety initiatives being offered. The Swedish National Road Administration (SNRA) was immediately interested in the concept and promoted it to the Parliament.

The Swedish Parliament passed legislation in 1998 for a trial involving 3 out of 26 counties in Sweden in which drinking driving offenders are offered an opportunity at early re-instatement of driving privilege if they join the Ignition Interlock Program and agree to a period of medical supervision. After a period of two years, if the offenders follow a sober lifestyle they are fully re-instated with a new license. The trial started February 1, 1999 and there are 200 persons on the program with 60 persons having successful completion.

Very early in the planning it was determined that the demands of the Ignition Interlock Device and the Service Delivery Standards must be very high. With this in mind, the SNRA adopted the Alberta Standard for Ignition Interlock Devices and approved the WR2 for use in the Swedish Alcohol Interlock Program. As well, the SNRA adopted the InterTrack™ and InterView™ information management systems of ACS for management of the participant information and data.

The current plan is to expand the offender trial through the country beginning in October 2003 and it is expected that the program should grow to about 2,000 participants.

The SNRA actively promoted the use of Ignition Interlock Devices in Sweden and sponsored a pilot program for commercial vehicles involving heavy trucks, passenger buses and taxi cars. The program started in the fall of 1999 and presently there are 120 Devices in taxi cars, 100 WR2 units in passenger buses, and 300 WR2 units in heavy trucks with an additional 500 scheduled for installation. This activity demonstrated the superiority of the WR2 in commercial vehicles since it was the only device that could be successfully used within the environment of a heavy truck or passenger bus. Recently, the WR2 has been selected by SAAB and Volvo as an approved aftermarket device for factory installation in new vehicles.

The SNRA continues to promote the use of Ignition Interlock Devices within Commercial vehicles and is presently developing regulations to require all heavy vehicles that are contracted with the SNRA to have an Ignition Interlock Device installed and operative. This is expected to impact some 15,000 vehicles.

In addition, there is a movement to have all student driver test vehicles equipped with Ignition Interlock Devices so as to provide all new drivers with an experience in the control of drinking driving. This will be a new type of Ignition Interlock Device specifically tailored to the needs of this class of driver. It is expected that up to 15,000 such devices will be installed in the coming year. ACS is being contracted to conduct the research and development into this new class of Ignition Interlock.

1.7 **Benelux Interlock Programs**

Alcolock Systems Nederlands (Alcolock) is a new private company that has been formed to address the emerging market for Ignition Interlock Devices in the Benelux region.

The principals of Alcolock have been in active discussions with Road Traffic Authorities in Netherlands and Belgium and have participated in the EEC study into Ignition Interlock Programs. There is a growing interest in the commencement of pilot programs to study the application of these initiatives within the context of other road traffic safety programs within these jurisdictions. The WR2 has been used in the demonstration pilot program most recently in Belgium and is recognized as the more advanced device for use within Ignition Interlock Programs worldwide.

Full pilot programs in Belgium and the Nederlands are expected to be underway in early 2003. The WR2 unit and the InterTrack™ and InterView™ information management systems of ACS for management of the participant information and data are expected to play key roles in these programs.

1.8 France Interlock Programs

Alcolock Systems France is a new private company that has been formed to address the emerging market for Ignition Interlock Devices in France.

The principals of this company have been in active discussions with Justice Ministry and the Prosecutors in the local regions. With a central focus on road traffic safety that has been announced by the central government, each of the regions is charged with implementing programs to reduce vehicle collisions and improve road traffic safety. Prosecutors have recognized the value of ignition interlock programs for convicted drinking drivers and are looking to use this initiative in an alternative sentencing strategy.

Consistent with the EEC study into ignition interlock programs, the WR2 is recognized as the leading device technology and is being chosen to commence pilot operations in two regions. The InterTrack™ and InterView™ information management systems of ACS for management of the participant information and data are expected to play key roles in these programs.

1.9 United Kingdom Interlock Programs

The Department for Transport, UK has issued a Request for Expressions of Interest (ROI) for a three-year trial that will involve a research component focusing on issues relating to interlock use by offenders. The purpose of this trial will be to assist in defining the scope and structure of future ignition interlock programs for the UK. ACS – Interlock Division is cooperating with the leading researchers with a view to supplying the interlock technology and services for this trial.

(b) Qualifications and Experience of Employees

The Employees primarily responsible for implementation and oversight of Ignition Interlock Programs are: Ian R. Marples, Director – Interlock Division; William J. (“Bill”) Burger, Director of Technical Services; and Denise L. Connerty, Manager – Interlock Resources.

Ian R. Marples has been with ACS for more than 10 years as the President of the Interlock Division, and has been instrumental in the development of ignition interlock programs.

Bill Burger has been with ACS for more than 10 years and has the overall responsibility for ACS’ technical operations including the Engineering and IT Departments, and training of Service Center staff.

Denise L. Connerty has extensive administrative and program management experience and is responsible for the delivery of support services to interlock service centers.

Among them, they represent an unparalleled depth of experience in all facets of the delivery of Ignition Interlock Program Services in programs for impaired driving offenders administered by driver licensing authorities.

(c) Knowledge, Skills and Expertise

- Customer satisfaction:

  ACS has been in the business of delivering ignition interlock program services since 1990 and over the years has dealt with tens of thousands of clients, many of whom have significant alcohol problems. Satisfying this group of “customers” is not always easy, but ACS has prided itself on being able to satisfy the overwhelming majority and to treat all of its customers at all times with, fairness, courtesy and respect.

- Supply, installation, inspection, servicing and calibration of Ignition Interlock Devices:

  ACS currently manages over 6,000 WR2 units in ignition interlock programs in Alberta, Quebec, Saskatchewan, and the Yukon in Canada; in Missouri, Nevada, New Mexico, Pennsylvania, South Dakota, Texas in the U.S.A.; in Sweden and Australia, internationally.

- Provision of information and training to program participants:

  The provision of information and training to participants is an integral part of ACS' service delivery standards. ACS has produced training and informational materials in a multilingual format to satisfy diverse program requirements.

- Downloading of Data from Ignition Interlock Devices and the storage and transmission of such Data:

  ACS' standard procedure in relation to the downloading, transmission and storage of Data utilizes InterTrack™, a proprietary management software system. All service centers that install and manage clients on the WR2 Interlock are required to "sync" to ACS' central server twice daily, at which time all Data downloaded from Ignition Interlock Devices is securely transmitted to ACS for storage in a secure database.

- Provision of reports to governmental authorities:

  ACS – Interlock Division maintains responsibility for Data management and reporting to governmental authorities in all jurisdictions in which it operates and this service is being offered to the State of Florida as well. In respect of the method of reporting, ACS has experience with a variety of different reporting formats ranging from faxed paper reports to notification via its InterView™ web browser.

- Participation in public education with respect to ignition interlock programs, including the preparation and distribution of public information:

  ACS – Interlock Division takes an active role in public education with respect to interlock programs, including the preparation and distribution of public information. ACS' President is a frequent speaker at public functions on the subject of interlock technology and programs for drinking-driving offenders.

- Training and certification:

  ACS – Interlock Division provides training and certification in accordance with a prescribed curriculum for all of its own interlock technical and program staff, as well as those of its affiliates and business partners internationally. Additionally, ACS prescribes an annual audit of service centers to ensure service delivery standards are being maintained.

- Other related ancillary services:

  ACS – Interlock Division works actively with administering authorities, treatment centers, research entities and community action groups to provide a continuum of services relating to the mediation of drinking driver offenders.

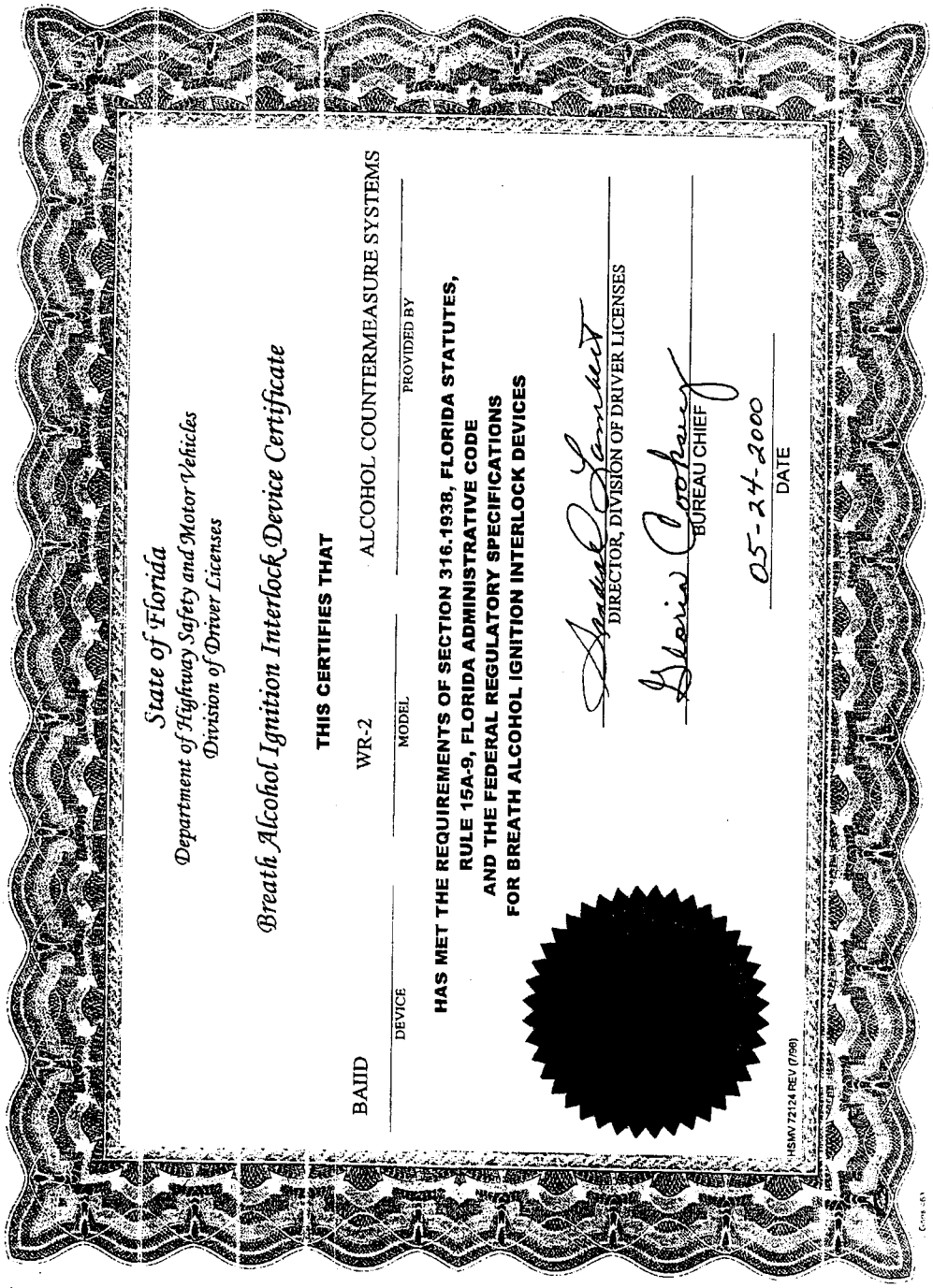
APPENDIX 4

PROJECT WORK PLAN

Please refer to this file on the CD:
SQSO - ACS - Florida ITN Workplan - ITN Number 023-03 .mpp

APPENDIX 5

FLORIDA STATE CERTIFICATION



State of Florida
Department of Highway Safety and Motor Vehicles
Division of Driver Licenses

Breath Alcohol Ignition Interlock Device Certificate

THIS CERTIFIES THAT

BAIID DEVICE — WR-2 MODEL — ALCOHOL COUNTERMEASURE SYSTEMS PROVIDED BY

HAS MET THE REQUIREMENTS OF SECTION 316.1938, FLORIDA STATUTES, RULE 15A-9, FLORIDA ADMINISTRATIVE CODE AND THE FEDERAL REGULATORY SPECIFICATIONS FOR BREATH ALCOHOL IGNITION INTERLOCK DEVICES

DIRECTOR, DIVISION OF DRIVER LICENSES

BUREAU CHIEF

05-24-2000
DATE

HSMV 72124 REV (7/98)

APPENDIX 6

WR2 FEATURES AND FUNCTIONS

IGNITION INTERLOCK MODEL WR2

Developed and Manufactured
by
ALCOHOL COUNTERMEASURE SYSTEMS

Alcohol Countermeasure Systems Corp.
14 - 975 Midway Boulevard
Mississauga, ON, Canada L5T 2C6
Tel: 905-670-2288
Fax: 905-670-8211

Alcohol Countermeasure Systems, Inc.
1670 Jasper Street, Suite G
Aurora, CO 80011
Tel. 303-366-5699
Fax 303-366-5996

1.0 HIGHLIGHTS

- The WR Ignition Interlock is the most technologically advanced BAIID on the market today. It is the only device to meet interlock standards in Canada, Sweden and Australia in addition to the U.S.
- In the area of anti-circumvention, the WR2 is able to detect, log and take immediate action against unauthorized starting of a vehicle when the sample head is disconnected.
- The WR2's "breath signature" requirement sets the highest standard for thwarting the use of bogus breath samples or other attempts to fool the system.
- The WR2 has also set a new standard for use of the optional emergency override feature, designed to restrict its use to true emergency situations.
- The WR2's extensive array of log items provides a detailed record of the interlock and vehicle use including, in particular, any violations that are committed.
- The superior features of the WR2 are complimented by an advanced management information system to facilitate the delivery of interlock program services and the monitoring of user compliance.
- Additional proprietary software gives jurisdictional administering authorities secure Internet access to client and program data involving use of the WR2.
- Language selection capabilities enable WR2 users, service providers and program administrators alike to choose the language in which messages and/or log reports and other program data will be displayed.

2.0 IGNITION INTERLOCK MODEL WR2

2.1 Components

The Ignition Interlock model WR2 is comprised of two components: the Control Module, which interconnects with the vehicle's electrical wiring and other control systems, and the Sample Head, which is used to conduct the breath alcohol tests and connects to the Control Module with a coiled cable.

For reference purposes, the Ignition Interlock model WR2 product brochure is attached as Appendix 4.1.

2.2 Features

On the front panel of the WR2 Control Module is a power button and led indicator, speaker, pass / warn / fail color led BAC indication, an 8 digit alphanumeric message display, and the connector for the Sample Head / PC Interface. On the Sample Head is the orifice for the mouthpiece and a ready / test LED indicator.

2.3 Display Messages

The WR2 provides an array of display messages as noted in Appendix 4.2. These messages, together with unique tones, provide the user with a clear understanding of the operation of the interlock device and the compliance requirements during the use of the vehicle. Through the initial training session and product orientation video the client is provided the opportunity to gain practical experience in the use of the WR2 and to achieve a compliance level unmatched with any other BAIID.

2.4 Recording of Data

The Ignition Interlock WR2 records over 50 different event types associated with the use of the device and the use of the vehicle. These include:

- All attempts to deactivate or circumvent the device;
- The dates and times of use of the vehicle;
- Indications of success or failure for all breath tests, as well as the BAC level;
- Indications of the state of the motor;
- Indications of compliance with retest requirements;
- Indications of emergency override use.

A detailed listing of these events is provided in Appendix 4.3. This information provides the foundation for statistical analysis of the participant's involvement in the program to provide a measure of compliance reporting unparalleled in other BAIID units.

All data, including data pertaining to unauthorized starts, is recorded in the internal memory of the device in such a manner that it cannot be lost as a result of a power interruption. This is accomplished by providing an independent power source for the internal memory. Thus, not only will data be preserved in the event of an interruption in the vehicle's power supply; the fact of the power interruption itself will be recorded on the events log.

Events log data is recorded in an encrypted form, and downloading requires specialized equipment and proprietary software.
The WR2 device will record up to 10,000 events within its internal memory. Experience has shown that this is sufficient to enable normal use over a period of 67 days. In the event that 90% of the memory capacity is used within a shorter period of time, the device will signal an early recall in order to download data and clear the events log. This provides a reasonable assurance that no events will go unrecorded while the interlock is installed in the vehicle.

2.5 Programmable Features

The WR2 provides a range of programmable features as listed in Appendix 4.4, such that the performance of the unit, and the requirements of the individual jurisdictions may be customized and held secure from local service provider tampering. This ensures the integrity of the program for the jurisdiction.

2.6 Anti-Circumvention Features

The Ignition Interlock WR2 has a wide range of anti-circumvention features unmatched by any other device and, consequently, provides a degree of control over participants that no other BAIID can offer.

The WR2 is specifically designed to detect attempts to circumvent. The effectiveness of product design is further augmented by the method of installation and by ACS' service delivery standards.

While circumvention cannot be totally prevented, it is imperative that any attempt at circumvention or tampering be detected. The following features and procedures are used to thwart circumvention in every way possible:

- Hard Wire Connections - The device is installed by soldering connections and using tamper-proof screws. All connections are covered with a heat shrink material that has proprietary printing on it.

- Hum Tone - The device is programmed to require that the subject hum while taking the breath test. This technology thwarts the use of balloons, air pumps, and other bogus air samples. An added benefit of the Hum Tone requirement is its difficulty for an untrained user. This helps minimize "curbside" assistance in starting an interlock-equipped vehicle. The use of Hum Tone in conjunction with the necessity to provide a deep lung air sample effectively prevents the use of the device by young children.

- Breath Signature – In addition to hum tone, the WR2 is equipped with other proprietary sensing means designed to reject bogus samples and ensure that only human breath which has not been filtered or otherwise disguised is accepted for analysis.

- Random Running Retest - The device is programmed to require a retest at random intervals. This feature inhibits "curbside" assisted starts, leaving the vehicle idling while alcohol is consumed, and drinking while driving. The first random retest is programmed to occur within a short time interval after starting the vehicle, with subsequent retests at longer intervals. However, in the event that a BAC level in the CAUTION range is detected on a retest, subsequent retest intervals will again become shorter. All requests for a retest are recorded. Any missed retests will be recorded as a violation in the events log, activate an alarm horn until the test is successfully completed or the vehicle is stopped, and trigger an early recall.

- Timed Retest – The device may optionally be set to require a timed retest for specific jurisdictional or client requirements. This feature also inhibits "curbside" assistance and otherwise follows similar requirements as that for the random tests.

- Power Disconnect - The device records all instances where power to the unit was interrupted. These instances must be supported by corroborating documentation from the appropriate repair facility.

- Tach Wire - It is ACS' policy to utilize the tachometer signal to determine if the engine is running. Most devices rely on voltage, air lines, or alternator signals to determine a run condition. Through extensive testing and field experience, ACS has determined that none of these alternatives offer the same level of anti-circumvention confidence as the tachometer signal. The tachometer signal is the most positive indication of an engine running condition, and is used to register a start violation if an initial test was not conducted.

- Independent intelligence - The WR2 sample head and control module are independently intelligent components. This design enables the WR2 to detect, record, and initiate an immediate sanction for vehicle starts with the sample head disconnected.

In addition to the features and procedures noted above, every technician is thoroughly trained in the detection of circumvention. The service checklist used for each monitoring check contains a list of steps applicable to circumvention detection. These steps include:

- Review events log for any power interruptions.
- Review events log for use of the emergency override feature.
- Review events log for any instances where the car was started without taking a test or using the emergency override feature.
- Review events log for any missed running retests.
- Verify that the interlock unit is able to activate the alarm horn and detect the engine running condition.
- At minimum, a physical inspection of wiring and tamper seals if the events log indicates possible tampering.

In the event of suspected tampering or circumvention, a full review of all physical evidence, events log information, and client comments is undertaken by the service center administrative staff in consultation with ACS technical resource personnel.

2.7 Emergency Override Feature

The Ignition Interlock model WR2 includes an optional emergency override feature. Activation of this feature is accomplished in the following manner:

- To differentiate emergency use from normal use, the ignition key must be turned to the on position.
- The subject then presses and holds the button on the face of the control module for 3 seconds, at which point the device will enter the EMERGENCY OVERRIDE mode.
- In the emergency override mode, the alarm horn may be activated, at the option of the jurisdiction.
- Whenever the device enters the emergency override mode, an IMMEDIATE RECALL will be triggered. The vehicle must then be taken to an interlock service center within the prescribed time limit; otherwise the device will enter a PERMANENT LOCKOUT condition.

2.8 Multi-Lingual Capability

The Ignition Interlock model WR2 has been designed for international use. This includes the capabilities of multi-lingual display messages, events log items, *InterTrack*™ operation, and *InterView*™ viewing. When programmed for the jurisdiction, these features are activated by pressing the power button on the WR2 control module, or the language option button on the software.

3.0 **DATA MANAGEMENT**

3.1 Introduction

As a byproduct of features such as the events log that are essential to monitoring the use of the interlock device to guard against possible tampering, circumvention or abuse of program conditions, considerable personal information is collected on program participants. It is also necessary that some of this information be shared under certain circumstances, such as providing participants with summary reports on the use of the device, and administering authorities with information as to compliance or non-compliance with program conditions. From both a legal and ethical standpoint, ACS is acutely aware of the responsibilities of the service provider under the proposed program to safeguard the confidentiality of personal information within prescribed limits, and mindful as well of the problems that could result from improper handling, storage, communication of other misuse of such information. In responding to this requirement, ACS' objective has been to try and ensure that needs for and rights to information are properly balanced with legal and ethical considerations of privacy and confidentiality.

3.2 InterTrack™ Management Information System Software

ACS' *InterTrack*™ management information system represents another level of centralized control and supervision over the delivery of program services. This sophisticated software program is designed with "built-in" checks to prevent errors or omissions in procedures or the sequencing of events in connection with the delivery of program services.

The provision of program services with the use of the WR2 is integrated within *InterTrack*™ such that the service provider is presented with a seamless approach to managing the clients and documenting the services for reporting to the jurisdiction. Client files containing personal and calibration data are stored electronically at a central facility under ACS' sole management and control.

During monitoring checks, events log data are downloaded in encrypted form, and can only be viewed by accessing the client file after uploading to ACS' central host computer. Access to client files at the service center level is limited to the center managers and designated support staff, and subject to security controls. Thus, service center technicians do not have access to any client files or data.

3.3 InterView™ Management Information Reporting Software

ACS' *InterView™* management information reporting provides an online method of searching and analyzing the client history for paperless reporting purposes. This is another example of the unique approach to ignition interlock programs provided by ACS. The jurisdiction is provided with a secure logon identity via the internet to a central server that hosts the complete program histories of the participants in a manner that satisfies administrative needs while at the same time placing minimal demands on administrative resources. Individual users of *InterView™* are restricted to accessing only those files for which they have been provided viewing privileges.

The data files are updated via *InterTrack*™ several times per day; thus, providing current data on a next day basis. Once again, no other interlock manufacturer provides this level of integration and reporting to the jurisdictions.

Alcohol Ignition Interlock
Model WR2

A New Generation

The WR2 combines extensive field experience with the latest in advanced electronics and sensing technology. The result is a breath alcohol analyzed ignition interlock device (BAIID) which has been designed to overcome the limitations of earlier interlock devices and to meet the challenges of new program standards.

Program Compliance

The WR2 ignition interlock features alcohol specific sensing and comprehensive anti-circumvention technology coupled with extensive electronic memory and reporting to ensure program integrity and user compliance.

Electronic Monitoring

The WR2 features an enhanced data logging capability for more effective monitoring of a broad range of events and conditions, and a more sophisticated reporting format including statistical analysis of events over extended periods to enable comprehensive program review.

Ignition Interlock model WR2

The WR2 is an electronic breath alcohol analyzer which connects with the ignition and other control systems of a motor vehicle. It measures the BAC of the intended driver and prevents the vehicle from being started if the BAC exceeds a preset limit.
It is comprised of a detachable Sample Head and a Control Module which is hard wired to the vehicle in a tamper resistant fashion.
The specifications and features of this new ignition interlock device meet or exceed all prescribed standards worldwide.

Advanced Technology

Alcohol Specificity: the sensor is not affected by environmental or biological vapors, such as ketones, cigarette smoke or vehicle exhaust.
Extended Ambient Range: the device is capable of operating accurately in extreme climatic conditions of -45°C to +85°C, 95% RH, and altitudes up to 3500 meters

Smart Performance

Functional intelligence provides hum tone monitoring, random running retest, bypass detection, service reminder, and violations reset to provide immediate recall in the event of non compliance with program conditions.

WR2 Features

- Language Selection: permits user-controlled selection of language in which messages are displayed
- Emergency Override (optional): a single-use feature which allows vehicle to be started and/or operated in an emergency without a breath test

Specifications

Sensor: Electro-chemical (fuel cell)

Accuracy: ± 5 percent

Stability: ± 5 mg% after 67 days

Time to Ready: 1 to 5 minutes depending on Temp

Breath Sample: Continuous expiration for 5 sec

Breath Volume: minimum 1.5 litters

Readout: Pass, Warn, Fail or digital display

BAC Format: mg%, %BAC, Promille, or mg/L

Temperature Range: -45°C to +85°C

Humidity: up to 95% RH

Altitude: up to 3500 meters

EMI: surpasses FCC Class A standards

Voltage Range: 9 to 18 volts dc

Vibration: exceeds SAE standard J1211

Compliance Standards

Meets published interlock standards for USA, Canada, Australia and Sweden

Ignition Interlock Program

A structured means of providing a convicted drinking driver with a restricted driving privilege following a minimum period of license revocation. The participant must meet eligibility criteria and agree to follow program guidelines which include abstention from drinking prior to driving. Proof of installation is required, and periodic checks with reports to the licensing authority every 30 - 60 days ensures program compliance.

Model Program Standards

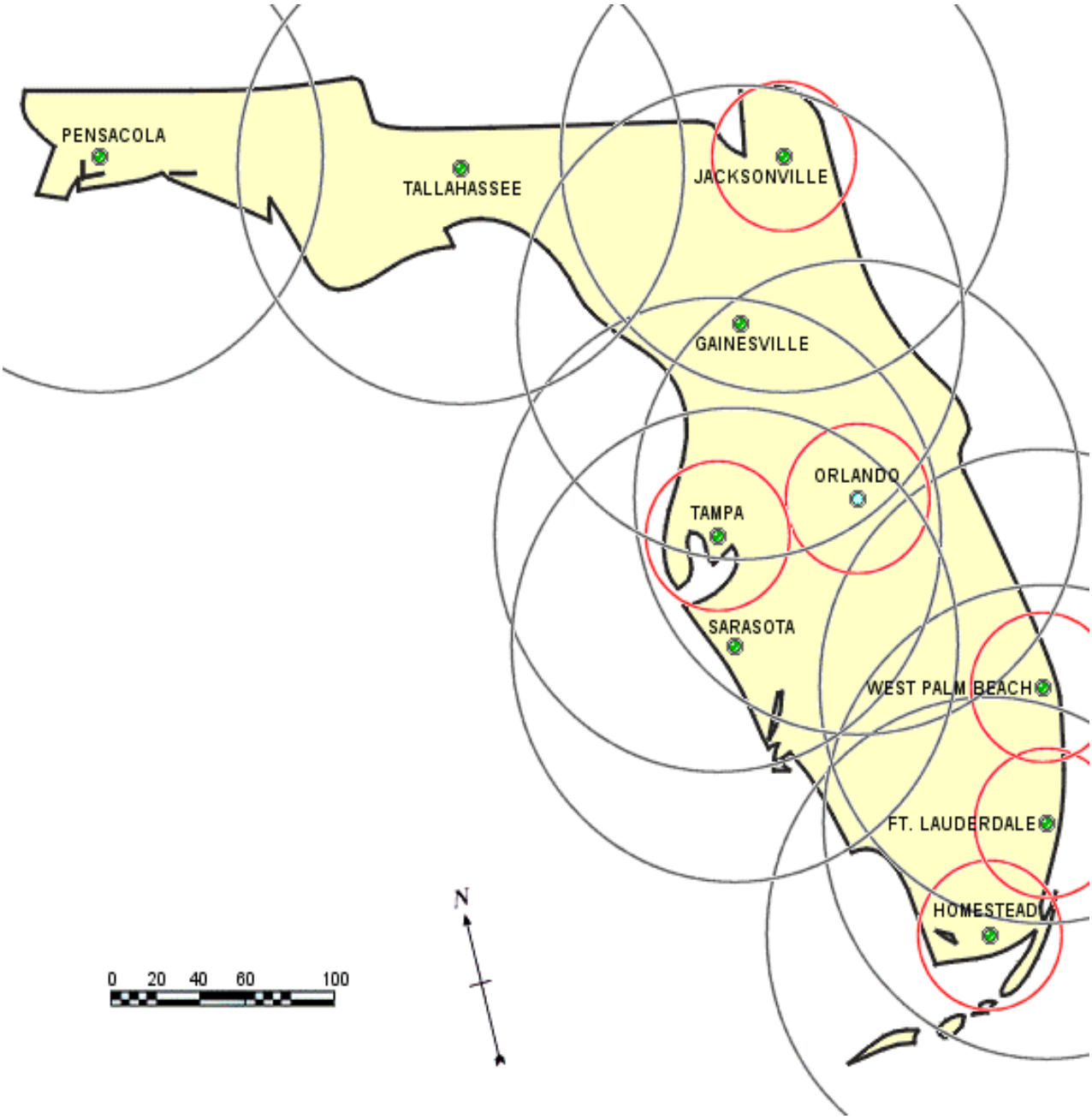
- BAC readout in a Pass, Warn, Fail three colored lamp (green, yellow, red) format
- LED dot matrix display to indicate operating modes and error conditions
- Fail and warn set points programmable to any BAC level
- Initial breath test must be below Fail set point to enable ignition to start vehicle
- Random Rolling Retest with first retest within 5 to 15 minutes and subsequent 15 to 45 minutes
- Grace period of 3 minutes in which to conduct retest when indicated
- Stall protect period of 3 minutes to enable restart of vehicle when engine stops
- Time Lapse Fail indication and horn sounding if retest not completed within 3 minute grace period
- BAC Fail indication and horn sounding if driver does not stop vehicle after failing a retest
- Anti-circumvention protection to thwart bogus breath samples from pumps, balloons, etc
- Bypass detection to indicate if vehicle is started without a breath test being conducted
- Service Reminder to indicate when 30 or 60 day mandatory monitoring check is due
- Violations Reset to initiate immediate Service Recall if program guidelines are not observed
- Lock Out Period of 5, then 30 minutes if a breath test indicates Fail.
- Immobilization after five days if monitoring check is not conducted

Alcohol Countermeasure Systems Corp.
14-975 Midway Blvd
Mississauga, ON L5T 2C6
Canada

Tel. 905-670-2288
Fax 905-670-8211
E-mail interlocks@acs-corp.com
Website www.acs-corp.com

APPENDIX 7

MAP OF ISF SERVICE CENTERS



ALCOHOL COUNTERMEASURE SYSTEMS CORP

INTERLOCK DIVISION

APPENDIX 8

ISF SERVICE AGREEMENT

INTERLOCK SYSTEMS OF FLORIDA

SERVICE AGREEMENT

SERVICE PROVIDER :
Interlock Systems of Florida

Orlando, FL
Tel.
Toll Free

Client:
Address:

Home Tel.:
Bus. Tel.:

Drivers Lic.:

Program No.:
Date:

Vehicle Information
Year:
Make:
Model:
Plate:
V.I.N.:
Color:

EQUIPMENT: Ignition Interlock unit consisting of one Model WR2 sampling module and control module, together with alarm horn, tach sensor (if applicable), and wiring harness, and including any components that may from time to time be substituted or installed as replacement components, all as identified in the records of Service Provider pertaining to the Client.

VEHICLE: Reference to Vehicle in this agreement shall mean the vehicle noted above (see Vehicle Information) or any vehicle that may from time to time be substituted therefor and so identified in the records of Service Provider pertaining to the Client. If Client is not the registered owner of the Vehicle, written permission to install the Equipment in the Vehicle, in a form satisfactory to Service Provider, must be supplied prior to installation.

TERM: This Agreement shall remain in effect until_____ (the "EOP Date") unless earlier terminated as provided herein or extended, provided in any event that Client's obligations hereunder shall remain in full force and effect until the Equipment has been returned to Service Provider in good condition subject only to reasonable wear and tear.

FEES AND OTHER CHARGES: Client agrees to pay all fees and other charges arising under this Agreement in accordance with the Terms and Conditions attached hereto.

AUTHORIZED AGENT: [*INSERT NAME OF INSTALLATION CENTER*] is the authorized agent of Service Provider for the purpose of executing this Agreement and receiving monies payable by Client hereunder.

RELEASE OF INFORMATION: Client hereby authorizes Service Provider to release and provide to the authority responsible for administering the Program (as defined herein), upon request, any reports on the use of the Equipment, or any other information or reports pertaining to Client's participation in, or compliance or non-compliance with the requirements of, the Program notwithstanding that such reports or information may contain data of a personal nature which would otherwise be protected by law from disclosure.

LOSS PROTECTION PLAN: Client hereby **(INITIAL ONE)** _____ accepts / _____ declines the Loss Protection Plan as set out in the Terms and Conditions attached hereto. If declined, Client acknowledges responsibility for any loss or damage to the Equipment, with complete loss valued at $1,390.00.

ACKNOWLEDGMENT AND DIRECTION: Client hereby acknowledges that prior to signing below he/she has read and accepts the attached Terms and Conditions **(INITIAL)** _____, which are deemed to form part of this Agreement. Client authorizes and directs Service Provider to proceed with installation of the Equipment in the Vehicle and delivery of other services as set out in the Terms and Conditions.

X_____ _____
Client For Service Provider

This Agreement entered into on _____.

TERMS AND CONDITIONS

Client is a participant in an alcohol ignition interlock program for DUI offenders (the "Program"). This Program involves the installation of an ignition interlock system consisting of the Equipment together with related wiring (the "System") in Client's vehicle. The Program also involves monitoring the use and function of the System by means of an on-board events logger, having monitoring checks performed and events log data retrieved at regular intervals, and providing the appropriate public authority responsible for administration of the Program (the "Administering Authority") with periodic reports as to Client's compliance or non-compliance with the requirements of the Program.

Note: Use of the System and participation in the Program shall be subject to such conditions as may be prescribed from time to time by the Administering Authority.

The function of the System is to prevent Client from operating the Vehicle after consuming alcohol. The System requires a breath test prior to starting the Vehicle, followed by a series of retests at random intervals. If the driver fails the initial test, the System will enter a Lockout state that prevents the Vehicle from being started for a period of time. If the driver fails a retest or does not take a retest when required, an alarm will be activated and will remain on until the retest is taken and passed or, alternatively, the vehicle is stopped and the engine shut off. Attempts to tamper with or circumvent the System, are recorded in the events log. Clients are required to have scheduled service (monitoring) carried out every 30 to 60 days provided that, in the event of a violation of Program conditions, additional unscheduled service may also be required. Failure to comply with monitoring and/or service requirements will result in the System entering a Permanent Lockout condition which will effectively disable the Vehicle.

Any non-compliance amounting to a violation of Program conditions may be reported to the Administering Authority and may result in the imposition of a sanction as determined by the Administering Authority.

1. IGNITION INTERLOCK SYSTEM:

The System is owned by, and shall remain the sole and exclusive property of, Service Provider. Client shall not, directly or indirectly, encumber or otherwise impair Service Provider's title to the System.

Upon termination of this Agreement, Client shall take the Vehicle to an authorized facility designated by Service Provider (the "Service Center") within 5 days thereafter for removal of the System. In the event that Client does not comply with this provision, Service Provider shall have the right to recover possession of the System from the Vehicle wherever it is located and in connection therewith to enter upon any lands and/or premises without such entry being deemed a trespass. Client appoints Service Provider as his/her lawful agent for such purpose, with full authority to gain access and entry to the Vehicle and remove the System from the Vehicle, by whatever means required. It is expressly acknowledged and agreed that Service Provider shall not be liable for any loss or damage occasioned thereby, and Client hereby undertakes to indemnify and save harmless Service Provider from and against any liability arising therefrom.

2. EXTENSION OF TERM:

In the event that this Agreement has not otherwise been terminated and Client's participation in the Program extends beyond the EOP Date, the Term of this Agreement shall be extended accordingly.

3. PAYMENTS:

Client agrees to pay to Service Provider all fees and charges arising under this Agreement as set out in the Fee Schedule. Such fees and charges shall include, without limitation:

Install/Re-install: This charge covers the installation of the System in the Vehicle and training to familiarize the Client with its use and function. Any subsequent installation of the System in either the Vehicle identified on page 1 hereof or substituted therefor (if applicable), shall incur a separate Install/Re-install charge as the case may be.

De-install: This charge covers removal of the System from the Vehicle, provided however that the De-install Fee shall not be charged in cases involving the transfer of the System from one vehicle to another. Notwithstanding anything to the contrary, the Install/Re-install charge shall not include any costs, charges or expenses to recover possession of the System in the event that the System is not returned to Service Provider in accordance with the terms of this Agreement.

Monitoring Fee: This charge, calculated on a per diem basis, is for use of the System, scheduled service (monitoring) including retrieval of events log data, and reporting to the Administering Authority. The Monitoring Fee is payable monthly in advance for the first month of the Term, then bi-monthly in advance for the remainder of the Term.

Reduced Interval Fee: This charge is payable, in addition to the Monitoring Fee, whenever and to the extent that Service Provider is required to carry out scheduled service (monitoring) more frequently than would otherwise be necessary to comply with jurisdictional requirements and/or service delivery standards.

Unscheduled Service: This charge covers servicing of the System over and above regularly scheduled service (monitoring) under circumstances which do not amount to a violation of Program conditions. Notwithstanding anything to the contrary, Client will not be charged for Unscheduled Service where the need for such service is due to defective Equipment.

Violation Reset: This charge covers unscheduled servicing of the System made necessary as a result of an Early/Immediate Recall for violation of Program conditions.

Loss Protection Plan Option: This optional fee limits Client's responsibility, subject to the provisions of Section 9, for damage to or loss of the System to a maximum of $100.00 per occurrence.

Early Termination: If this Agreement is terminated pursuant to Section 7, a charge equal to the Monitoring Fee for 60 days, will be assessed as liquidated damages and not as a penalty, representing a genuine and reasonable pre-estimate of damages likely to be suffered by Service Provider.

Taxes: Client is responsible for applicable taxes levied on fees and other charges payable by Client hereunder.

Client further agrees to pay all charges, costs and expenses incurred by or on behalf of Service Provider in collecting or attempting to collect fees or charges due under this Agreement or in otherwise taking steps to enforce this Agreement including, without limitation, recovery of the System.

All payments are to be made by Client in the form of cash, authorized credit card, certified check, or bank or postal money order. Personal checks are not accepted. The Monitoring Fee for each period through to the next scheduled service (monitoring) date, together with applicable Taxes, is due and payable in full at the time of each scheduled service (monitoring). Payment for any other charges, including applicable Taxes thereon, is due in full in advance at the time such charges are incurred. Client acknowledges and agrees that Service Provider is under no obligation to perform any services hereunder until payment for such services, together with any outstanding payment if applicable, is made. **Client further acknowledges that if the System is not serviced as required, it may enter a Permanent Lockout state which will effectively disable the Vehicle.**

Client's obligation to pay Monitoring Fees, together with any other fees and charges payable during the Term hereof, shall continue in full force and effect, notwithstanding termination of this Agreement, until the System has been returned to Service Provider in good condition subject only to reasonable wear and tear.

4. SERVICE APPOINTMENTS:

Client shall return the Vehicle to the Service Center for regularly scheduled service (monitoring) every 30 to 60 days as confirmed with the Client each time the System is serviced. In the event that unscheduled service is required, Client will be obligated to return the Vehicle to the Service Center within the number of days prescribed by the Administering Authority.

Upon receipt of payment therefor from Client (and, if applicable, subject also to payment of any other amount owing by Client to Service Provider), Service Provider will perform the following services in accordance with Program requirements:

- inspect and service the System;
- retrieve stored data from the System's events log;
- prepare a report for the Administering Authority as to the Client's compliance or non-compliance with the Program;
- review the report with the Client; and
- establish the next scheduled service (monitoring) date.

It is acknowledged and agreed that service is by appointment only, and subject to availability. If unscheduled service is required, Client shall notify the Service Center at least 24 hours in advance. In the event that a scheduled appointment is missed, or cancelled on less than 24 hours notice, rescheduling of such appointment will involve an additional charge as set out in the Fee Schedule.

5. SERVICE PROVIDER'S RESPONSIBILITY:

Service Provider agrees to install and service the System in a good and workmanlike manner. Neither Service Provider nor the Service Center (including their respective officers, employees and agents) shall be responsible for any loss or damage to the Vehicle or its contents. Service Provider's liability shall be limited to repair or replacement of defective System components. Such replacement shall be done during normal business hours. In no event shall Service Provider or the Service Center (including their respective officers, employees and agents) be liable for any consequential loss or damage to the person or property of Client or any other person.

THE FOREGOING IS IN LIEU OF ANY WARRANTY BY SERVICE PROVIDER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THERE ARE NO COLLATERAL REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET OUR HEREIN.

Without limiting the generality of the foregoing, Client understands that neither Service Provider nor the Service Center (including their respective officers,

employees and agents) warrant the ability of Client or other permitted users of the Vehicle to operate the Vehicle safely with the System. Operation of the Vehicle is the sole responsibility of Client. Client also understands that neither Service Provider nor the Service Center (including their respective officers, employees and agents) warrant the ability of the System to prevent Client or any other user of the Vehicle from starting and/or operating the Vehicle in violation of the Program or Federal, State or local laws while in an alcohol impaired condition. CLIENT SHALL NOT ATTEMPT TO START OR OPERATE THE VEHICLE AFTER CONSUMING BEVERAGE ALCOHOL.

6. INDEMNIFICATION:

Client agrees to indemnify and hold harmless Service Provider and the Service Center (including their respective officers, employees and agents) from and against any and all claims, demands, actions, costs and expenses whatsoever that may arise, directly or indirectly, out of any act or omission of Client, other users of the Vehicle, or persons under their care, custody or control, relating to Client's participation in the Program. Such indemnification shall continue after termination of this Agreement. Neither Service Provider nor the Service Center (including their respective officers, employees and agents) shall be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered by Client, other users of the Vehicle, or any other person, resulting directly or indirectly from Client's participation in the Program.

7. EARLY TERMINATION:

This Agreement may be terminated by Client at any time prior to the end of the Term upon notice to Service Provider. This Agreement shall terminate immediately if Service Provider receives notification from the Administering Authority that Client's participation in the Program has been revoked, suspended, canceled or otherwise terminated.

In addition to the above, this Agreement may be terminated by Service Provider at any time prior to the end of the Term, upon notice to the Client, in the following circumstances:

a) failure by Client to pay any fees or other charges arising under this Agreement when due;

b) failure by Client to return the Vehicle to the Service Center within 5 days after any scheduled service (monitoring) date;

c) damage to or loss of the System caused by a willful act or omission on the part of Client or a permitted user of the Vehicle;

d) any evidence, in the sole discretion of either Service Provider or the Service Center, of tampering with or attempting to circumvent the System;

e) any sale, lease, assignment or transfer of title, or other transfer of legal or equitable ownership or possession of the Vehicle by Client or registered owner without Client having first made arrangements satisfactory to Service Provider to protect Service Provider's interest in and to the System;

f) any actual or threatened seizure, impoundment, or repossession of the Vehicle, or permanent dispossession of Client in relation to the Vehicle;

g) any threatening or abusive behaviour by Client or a permitted user of the Vehicle, directed toward Service Provider or the Service Center (including their respective officers, employees and agents; and

h) any other material breach of this Agreement by the Client.

In the event of early termination of this Agreement, Client shall not be entitled to any refund of prepaid fees or other charges, and the Early Termination Fee shall become immediately due and payable. Any early termination, whether initiated by Client, Service Provider, or the Administering Authority, will be reported to the Administering Authority. Client acknowledges that early termination of this Agreement may result in loss of driving privileges.

8. GENERAL PROVISIONS:

It is acknowledged and agreed that the Service Center (including its officers, employees and agents) has no authority to vary the terms of this Agreement. Client shall not rely upon, and Service Provider will not be bound by, any variation or representation, whether oral or written, made by Service Center staff pertaining to this Agreement. No term of this Agreement may be waived or changed except by written agreement between Client and Service Provider.

In the event of default by Client, Service Provider may but is not obligated to avail itself of any legal or equitable remedy that may be available to it in order to enforce this Agreement, and shall not be required to exhaust any remedies before pursuing any other remedies. No actions by Service Provider shall result in an estoppel or waiver of rights and shall not preclude Service Provider from requiring full and strict compliance with this Agreement at any time.

If any provision of this Agreement is prohibited by law, or found to be invalid, it shall not affect the remaining provisions.

Section headings are included in this Agreement for convenience only, and have no independent meaning or effect.

Any notice given pursuant to this Agreement shall be sufficient if in writing and delivered personally or sent by ordinary prepaid mail to the last known address of Service Provider or Client, as the case may be. In the event that notice is given by mail as aforesaid, it shall be deemed to have been received on the third business day after mailing.

9. LOSS PROTECTION PLAN:

Client acknowledges financial responsibility for any damage to or loss of the System, however caused, provided that upon payment of the optional Loss Protection Plan fee, Client's financial responsibility for damage to or loss of the System shall be limited to $100.00 per occurrence. Notwithstanding the foregoing, payment of the optional Loss Protection Plan fee shall not limit Client's financial responsibility for damage to or loss of the System caused by a willful act or omission on the part of Client or other permitted users of the Vehicle. Client must present a copy of a police report, along with any other evidence of loss, and pay the $100.00 liability limit within 72 hours of loss. If Client declines the Loss Protection Plan, Client is responsible for the full amount any loss of or damage to the System up to a maximum of $ 1,390.00 per occurrence, and agrees to pay Service Provider a security deposit in the amount of $100.00 prior to installation of the Equipment in the Vehicle. The security deposit shall be retained by Service Provider until all obligations of Client to Service Provider have been fully satisfied and discharged and, prior thereto, Client shall not be entitled to any interest thereon. In the event of loss or damage to the System, or any default by Client in respect of its obligations to Service Provider hereunder, Service Provider shall be entitled, without notice, to apply all or such portion of the security deposit as may be required toward payment of any monies owing by Client to Service Provider in connection therewith, and thereupon to receive from Client such amount as is required to restore Client's security deposit to $100.00.

Notwithstanding anything to the contrary, Service Provider reserves the right at any time and from time to time not to offer, or to discontinue, the Loss Protection Plan option with respect to Client.

INTERLOCK SYSTEMS OF FLORIDA

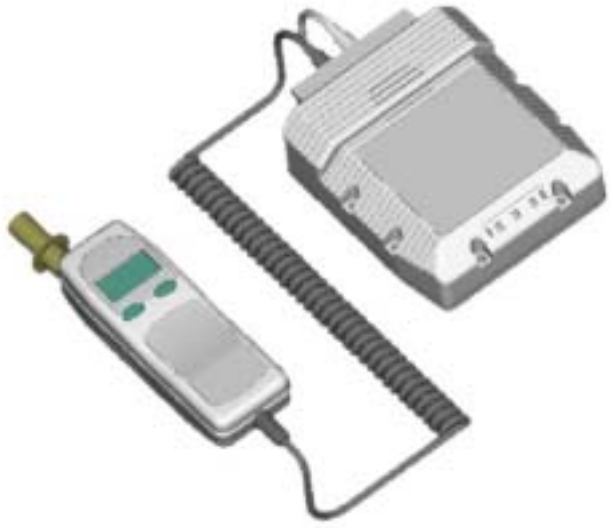
CLIENT FEE SCHEDULE[1]

	CLIENT FEE
INSTALLATION	
Install / Re-install[2]	
Surcharge for Heavy Trucks / Special Vehicles[3]	
De-install	
MONITORING	
Monitoring Fee (per month)[4]	
Reduced Interval Fee[5]	
OTHER	
Additional Sample Head (per month)	
***Smart Key* Service[6]**	
Unscheduled Service[7]	
Violation Reset	
Canceled / Missed Appointment[8]	
Installation	
Monitoring / Service	
Loss Protection Plan Option (per month)	
Security Deposit[9]	
Stand-By Option (per month)[10]	
Early Termination	
Reinstatement Fee[11]	
Temporary Disconnect/Reconnect	
Service Call[12]	
Hourly Rate	
Charge per mi.	
DAMAGE / REPLACEMENT CHARGES	
Damage Repair	
Replacement	
Sample Head	
Control Module	
Tach Sensor	
Coil Cable	
Wiring Harness	
Alarm Horn	
Smart Key	

[1] Applicable taxes will be added to all fees and other charges
[2] Includes training and set-up.
[3] Includes, but is not limited to, luxury and high-performance automobiles
[4] Monitoring Fee, as well as all other monthly charges, are calculated on a per diem basis
[5] Payable, in addition to the Monitoring Fee, whenever Service Provider is required to carry out scheduled service (monitoring) more frequently than would otherwise be necessary to comply with jurisdictional requirements and/or service delivery standards
[6] Applicable shipping charges will be added to the amount shown
[7] Refers to user-initiated service other than a violation reset
[8] Charges apply to clients who fail to reschedule appointments at least 24 hours in advance
[9] Payable in event that Loss Protection Plan is declined
[10] Restricted to commercial vehicles
[11] Administration charge applicable to clients who are reinstated without a de-install and re-install
[12] A remote de-install is charged as a service call

APPENDIX 9

IGNITION INTERLOCK MODEL WR3



WR3 Ignition Interlock

The Next Generation of Superior Vehicle Safety Control

Technology

The WR3 is a hand-held device that attaches a breath-alcohol analyzer to a vehicle's ignition system. The vehicle operator must complete a breath test measuring BAC (Breath Alcohol Concentration) below a preset limit before the vehicle can be put in motion.

Enhanced Operation

The WR3 will incorporate the most advance testing features to ensure validity of the driver's breath sample being analyzed. New enhanced features will make the WR3 more adaptable to today's modern cars, provide additional safety features and improve reporting events. In addition, the new WR3 will monitor a vehicle's movement. This will enable the WR3 to be installed in vehicles with an *AutoStart* system, so that the vehicle can be started but not moved without the intended driver first taking and passing a breath test. If a violation occurs, an alarm is activated and remains on until the driver passes the breath test or pulls over and shuts off the engine.

System Features

- Compact Design with Graphic Display
- Advanced Hum Tone Detection
- Enhanced Anti-Circumvention
- Electronic Memory
- Flexible Lockout Timer
- Bypass Detection
- Enhanced Graphic Display
- Loss of Power Monitoring

Improved Reporting

Additional 25 logging events and "Dual Event Logging" on both the sample head as well as the interface module will provide increased system security and greater operational flexibility. WR3 Events Log reports will be generated through a personal computer or PC in a complete hard-copy format during a scheduled monitoring monthly check.

WR3 Sample Head Features

- Graphic display for clear and precise instructions
- 2 push button for enhanced modes of operation
- Advanced "Hum Tone" detection allowing easier use
- Enhanced anti-circumvention to provide the highest level of security

WR3 Interface Module

- Installed under the dashboard for greater safety
- CanBus Communication
- Improved vehicle monitoring
- Specifically designed for judicial programs

APPENDIX 10

QUALITY CONTROL AND ASSURANCE PLAN SUMMARY

Introduction

Alcohol Countermeasure Systems Corp (ACS) is responding to the Department of Highway Safety and Motor Vehicles' (DHSMV) Invitation to Negotiate for Florida's Ignition Interlock Device (IID) Program (ITN Number 023-03) with the view to becoming the Contractor for provision of interlock devices and program services. ACS' response to this ITN is directed toward ensuring that the products and services being offered herein are provided effectively, efficiently, and with the high standards of professionalism and integrity that have become synonymous with ACS involvement as a supplier of interlock technology and program services. With this objective in mind, ACS will endeavor to ensure on an operational level that devices will be capable of consistent operation within the physical environment of the State and incorporate the most comprehensive anti-circumvention security features available. The service will exceed the basic standards set out in the ITN and the equipment will comply with the operating specifications set out in the ITN.

Summary of Services

If selected, ACS will provide the following Services on a State-wide basis:

- supply, installation, inspection, servicing and calibration of approved IIDs;
- provision of information and training to Program Participants;
- monthly servicing, inspection and monitoring of each IID in service;
- downloading of Data from IIDs, and the secure storage and transmission of Data to the Department;
- removal of the IID upon the expiry or termination of the Participant Agreement;
- provision of reports to the Department;
- provision of three (3) portable workstations and three (3) laser printers to the Department;
- provision of an expert witness as required to certify to the courts that the device and data are authentic;
- participation in public education with respect to the Florida Ignition Interlock Program, including the preparation and distribution of public information;
- customer satisfaction assessment; and
- other related ancillary services.

Site Locations

ACS will offer its Services on a State-wide basis with an initial plan for Service Centers in the locations specified in Section 5.1.4 (n) of this response. Full Ignition interlock services will be provided in these locations from August 29, 2003.

Quality Assurance

ACS will be responsible for the performance of the Service Centers to ensure consistent application of the Program across the State and continuous improvements in the Program. ACS will develop a Quality Control and Assurance Plan for Florida's IID Program, with periodic evaluation of employee performance, program participants' satisfaction results, timely reporting practices, complaint handling and program outcomes. The program includes processes to measure and evaluate these areas, and form the basis for reporting to the Department.

Quality Policy

The principal factor underlying ACS' success is the incorporation of quality into all its services, products and equipment, and the integration of all activities.

ACS' policy is always to attain, and where possible exceed, the expectations of our customers. This can only be achieved by developing, establishing and maintaining a Quality Management System that integrates personnel, products and activities.

The major task of ACS is to produce and provide IIDs and program services to authorities, organizations, industry and individuals. ACS accomplishes this by applying Quality Assurance Procedures (QAP) to our activities in the design, specification, production, testing, installation and servicing of our products, as well as to the delivery of IID program services, and to any part of these that may at any time be subcontracted.

ACS will provide IIDs and associated services that are:

- fully compliant with the Florida ITN (as amended);
- consistent in quality and function in accordance with this ITN;
- supported by controlled and documented installation standards and procedures;
- managed by integrated control (InterTrack™) and reporting (Interview™) software;
- "fail-safe" in design;
- supported by comprehensive customer service and complaint handling plans; and
- supported by formal training and ongoing review of employees.

The Quality Control and Assurance Program described in this section aims to ensure that all products, services and equipment will always meet or exceed the policy requirements of the company.

Production

Production of IIDs will be conducted by ACS at its head office: 14 - 975 Midway Boulevard, Mississauga, Ontario, L5T 2C6 Canada. All IIDs to be delivered for use in the Florida Ignition Interlock Program will be new, not reconditioned or refurbished, and will have been manufactured within 12 months of the installation date at the time the device is first placed into service.

Installation

Installation of IIDs into vehicles will be conducted at Service Centers throughout the State in accordance with the ITN requirements. Installation will consist of three parts:

- wiring of the vehicle and connection of the interlock device by technicians to ACS specifications;
- training of the Participant in the use of the device (including care and maintenance as well as troubleshooting) and providing the Participant with information concerning Program requirements, access to services, and complaints procedures; and
- integration into the InterTrack™ information management system for reporting and monitoring of program performance.

Servicing

Servicing of the devices will be conducted by trained staff, at fully equipped Service Centers. Each will provide full customer facilities and maintain the capability to accommodate applicants needing special services in accordance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act and the current Florida Disability Code for Building Construction.

Affiliations

The Service Centers that ACS proposes to open in response to the requirements of this ITN will be corporate centers trading under the name of Interlock Systems of Florida (IST) and will be dedicated exclusively to the installation, calibration, maintenance and removal of interlock devices.

Management Representative

The Director, Interlock Division is the appointed management representative who will organize, maintain and administer the Quality Control and Assurance Plan and assure its implementation.

Project Organization

An organizational chart for the project is attached as Appendix 1 to this SQSO. The chart identifies all project team members by name and their responsibilities.

ACS professional staff assigned to the project are as follows:

- Felix J.E. Comeau - President
- Ian R. Marples - Director, Interlock Division
- William J. Burger - Director, Product Development
- Denise L. Connerty - Interlock Program Manager
- Tim Taylor - Software Architect
- William Hogan - Network Analyst
- Jay Malabanan - Software Support
- Nazil Ally - Technical Support

Resumes for all professional staff, including name, education and experience in IID Programs or related programs are attached as Appendix 2 to the SQSO.

Project Manager

The Project Manager, whose duties are detailed in Section 5.1.9, is responsible for quality control, reports and statistics, updates to all documentation, and field service reporting and repairs. The Project Manager will:

- submit a weekly written status report during the installation period to the Department's Contract Manager showing project tasks completed and tasks planned for completion during the next reporting period,
- provide information requested by the Department regarding the Program's participants, complaints or concerns, technical problems encountered or any other information that is available,
- convey to the Department on a quarterly basis a summary of all complaints received and corrective actions taken by the Contractor as specified in Section 5.1.4 (e),
- implement the Quality Control and Assurance Program and ensure that all Service Center staff follow the established guidelines,
- ensure that training of service center technicians, Program participants, Department staff, judges and others as required, is conducted by qualified and experienced instructors in accordance with Section 5.1.10
- ensure that Program services including training are available in both English and Spanish

Program Services

The following processes are defined as Program Services for the purposes of this plan and will be provided against measurable targets on a statewide basis:

- Public education
- Vehicle inspection
- IID Installation
- IID Servicing
- IID Monitoring
- Data recording
- Violation Reporting
- Customer Service
- Complaints Handling Procedure
- Removal of IIDs
- Reporting to the Department

Employee Evaluation

Only fully qualified Employees who have successfully completed requisite training will be allowed to perform Services, including the installation, servicing, inspection, calibration and removal of Ignition Interlock Devices, and the downloading and transmission of Data. Each employee will have a criminal records check and driver's license check conducted prior to being engaged in any phase of the program.

ACS will develop and implement quality-based training and certification programs, policies and procedures consistent with these obligations. The training and certification will include:

- appropriate technical training developed by ACS for its own products;
- customer service skills;
- complaints procedures; and
- confidentiality obligations and their application to the Program services.

These aspects will be managed against criteria agreed upon with the Department.

Customer Service

ACS recognizes the priority given to customer service by the Department. To support this, ACS will provide customer service training to Service Center employees so that program participants are served in a timely fashion with courtesy, respect and discretion. In addition, ACS has developed a customer complaint resolution process that will be used to address any participant complaints.

ACS will maintain a record of all customer complaints received with respect to the Services, and the action taken in response to resolve each complaint. ACS will provide a summary of the record to the Department every three months.

ACS Service Centres shall be available for a minimum of five days a week from 8:00 AM to 5:00 PM (unless other arrangements have been proposed to and agreed by the Department). ACS will provide all installation and de-installation services within seven days or less from the time of the Program Participant's request for service. The monitoring appointment will be agreed to between the Program Participant and Service Delivery Point. Emergency services will be provided within 24 hours, unless the Participant agrees otherwise. ACS will make the Services available in Spanish to those Program Participants who request Spanish Language Service.

Program Participants' Satisfaction

At each interaction between ACS and the program participant, ACS staff will seek informal advice as to whether the customer is satisfied with the service being provided, including equipment performance. In the event of adverse comment, ACS staff will apply the degree of Customer Complaint procedure necessary to deal with the problem. Where the IID is concerned, the Problem Report will be used to determine the problem. All adverse comments will be recorded.

ACS has developed a Quality Control and Assurance Plan, with periodic evaluation of employee performance, results, timely reporting practices, complaint handling and program outcomes. The program includes processes to measure and evaluate these areas, and form the basis for report to the Department.

Customer Communication

ACS will establish a toll-free bilingual (English and Spanish) telephone line for responding to customer enquiries and general information about the Ignition Interlock Program by July 15, 2003. While a menu-driven line may be used to meet general enquiries, but it will be staffed 24 hours a day 7 days a week to respond to emergencies. ACS' website and toll-free telephone enquiry line will be English and Spanish. The toll-free line will maintain records of all contact, and these records will be used to validate service delivery.

Public Education and Promotion

ACS will cooperate with the Department to promote and support Florida's Ignition Interlock Program. The promotional material and brochures will be clearly displayed at all Service Centers and will contain:

- name of Service Provider organization;
- phone number and e-mail address;
- information regarding Florida's Interlock Program (provided by the Department);
- ignition interlock services provided; and
- service fees.

The adequacy of the promotional material will be assessed at each review.

Participant Agreement

ACS will use the Participant Agreement to ensure that the services being offered to the participants and the obligations of both the service provider and participant are clearly understood. The content of the Agreement will be provided to any participant who seeks to join the Program.

The Participant Agreement will be available in both English and Spanish.

Training of Participants

The training of participants is part of the quality plan. ACS will ensure that its Service Centers provide Participants (and other users of the vehicle in which an IID has been installed) with training on the:

- rules and conditions for using the IID
- consequences for violating the rules and conditions of the Participant Agreement;
- operation and maintenance of the IID;
- solutions to common problems; and
- services available.

Program Participants will also be provided with a user's manual and related documentation containing the information outlined above. The printed materials will be available in both English and Spanish.

Service Center Equipment and Facilities

Each Service Center will be equipped with and use the tools, testing devices and manuals required to carry out services performed on the IIDs. Service manuals are issued by ACS, specifying:

- service delivery procedures;
- equipment requirements;
- calibration protocol;
- presentation standards for the condition and appearance of the Service Centers;
- measures to prevent participants or any other unauthorized personnel from witnessing IID installation or servicing;
- security measures to ensure that unauthorized personnel cannot gain access to secured materials.

ACS has integrated control (InterTrack™) and reporting (Interview™) information management software with connection to its central database. This software is an integral part of the QAP because it regulates the equipment, while ensuring that a comprehensive record of participant performance is available to the Department.

Installation and De-installation of the Ignition Interlock Device

ACS will use established checklists to ensure and validate that IID are installed, de-installed and operated in accordance with its own specifications. Each Service Center shall have detailed instructions on the proper installation and de-installation of the devices.

Security procedures will be implemented to ensure that only authorized persons have access to the installation materials.

Training of Employees

Only fully qualified Employees who have successfully completed requisite training will be allowed to perform Services, including the installation, servicing, inspection, calibration and removal of Ignition Interlock Devices, and the downloading and transmission of Data. ACS will develop and implement quality-based training and certification programs, policies and procedures consistent with these obligations. The training and certification will include:

- appropriate technical training developed by ACS for its own products;
- customer service skills;
- complaints procedures; and
- confidentiality obligations and their application to the Program Services.

Maintenance of the Device

ACS will inspect and calibrate the IID of each Participant at monthly intervals to ensure that the measurement of BrAC remains accurate at all times. Only certified Alcohol Reference Solution will be used to calibrate the IIDs.

Checking for Tampering

ACS Service Center staff will examine the events log and inspect the device as part of the regularly scheduled monitoring to ensure that no tampering has occurred.